

CITY OF MONTCLAIR

CITY COUNCIL SUCCESSOR REDEVELOPMENT AGENCY, MONTCLAIR HOUSING CORPORATION, MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION MEETINGS

AGENDA

Monday, March 4, 2024
7:00 p.m.



Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick

Location

Council Chamber
5111 Benito Street
Montclair, CA 91763

Webinar Link

<https://zoom.us/j/93717150550>

Dial

1-669-900-6833

Meeting ID

937-1715-0550



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

to be held in the Council Chambers
5111 Benito Street, Montclair, California

Monday, March 4, 2024
7:00 p.m.

Remote Participation Information:

Zoom Link: <https://zoom.us/j/93717150550>
Dial Number: 1 (669) 900-6833
Meeting ID: 937-1715-0550

Please be advised that those participating via Zoom do so at their own risk. The meeting will not be suspended or cancelled if any technical issues occur during the meeting.

*If you want to provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located in the Council Chambers or online at <https://www.cityofmontclair.org/public-comment/>. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Those who did not submit a request to speak who are present at the meeting location may raise their hand during Public Comment to request to speak. Those participating remotely may request speak using the "raise hand" function in Zoom or may dial *9 if on the phone, and then *6 to un-mute when called on to speak. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.*

Video recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/council-meetings/> and can be accessed by the end of the business day following the meeting.

AGENDA

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],
Montclair Housing Corporation Board [MHC],
Montclair Housing Authority Commission [MHA],
Montclair Community Foundation Board [MCF]

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Introduction of New and Promoting Police Department Employees

VI. PUBLIC COMMENT

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

*If you did not submit a Speaker Card and would like to speak on an item on the **Consent Calendar**, please raise your hand during Public Comment to announce the agenda item you would like to provide comments on. The presiding officer will call on you to speak at the time of the item's consideration.*

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. First Reading — Consider Ordinance No. 24-1007 Amending Chapter 11.02 of, and Adding Chapters 11.21 and 11.87 to, the Montclair Municipal Code Relating to Urban Lot Splits and Two-Unit Projects [CC]
Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 24-1007 on Monday, March 18, 2024, at 7:00 p.m. in the City Council Chambers [CC] 4

- B. First Reading — Consider Ordinance No. 24-1008 Amending the Montclair Municipal Code Related to the Compensation Schedule for the Mayor and Members of the City Council [CC]
Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 24-1008 on Monday, March 18, 2024, at 7:00 p.m. in the City Council Chambers [CC] 29

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Special Meeting — January 29, 2024 [CC] 77
 - 2. Regular Joint Meeting — February 20, 2024 [CC/SA/MHC/MHA/MCF] 78
 - 3. Special Meeting — February 21, 2024 [CC] 84

- B. Administrative Reports
 - 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 40

 - 2. Consider Approval of Tract Map No. 20381 Located at the Northwest Corner of Mission Boulevard and Ramona Avenue [CC]
Consider Authorizing Tract Map No. 20381 to be Recorded with the San Bernardino County Recorder’s Office, Subject to Final Approval by the City Engineer [CC] 41

 - 3. Consider Amending the 2019-2024 Capital Improvement Program to Include the Montclair Safe Routes to School (SRTS) Implementation Project for Safety Improvements near Montclair High, Monte Vista Elementary, and Monterra Elementary Schools [CC]
Consider Authorizing a \$634,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to the Montclair SRTS Implementation Project [CC]
Consider Finding the Project Categorically Exempt from CEQA and Making a De Minimis Finding of No Effect on Fish and Wildlife Associated with the Montclair SRTS Implementation Project and Authorizing Staff to File a Notice of Exemption for the Project [CC] 49

- C. Agreements
 - 1. Consider Approval of Agreement No. 24-18 with Theresa St. Peter for Professional Human Resources Consulting Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 56

D. Resolutions

- 1. Consider Adoption of Resolution No. 24-3431 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 70

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — February 20, 2024 [CC] 76

XI. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, March 18, 2024 at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, February 29, 2024.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2024 **FILE I.D.:** CDV110
SECTION: PUBLIC HEARINGS **DEPT.:** COMMUNITY DEV.
ITEM NO.: A **PREPARER:** M. DIAZ
SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 24-1007 AMENDING CHAPTER 11.02 OF, AND ADDING CHAPTERS 11.21 AND 11.87 TO, THE MONTCLAIR MUNICIPAL CODE RELATING TO URBAN LOT SPLITS AND TWO-UNIT PROJECTS

CONSIDER SETTING A PUBLIC HEARING FOR SECOND READING AND TO CONSIDER ADOPTION OF ORDINANCE NO. 24-1007 ON MONDAY, MARCH 18, 2024, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

REASON FOR CONSIDERATION: City Council action is required to amend the Montclair Municipal Code (MMC). Proposed Ordinance No. 24-1007 would make changes to the MMC and establish local regulations in compliance with Government Code sections 66411.7 and 65852.21, also known as California Senate Bill 9 (SB 9), mandating the ministerial approval of urban lot splits and two-unit projects.

A copy of proposed Ordinance No. 24-1007 is attached to this report for City Council review and consideration.

BACKGROUND: Senate Bill 9 went into law on January 1, 2022, as part of the State’s efforts to encourage the production of housing across California. The law requires the City to approve eligible urban lot splits and two-unit projects administratively without a public hearing. Property owners can utilize both provisions of SB 9, meaning that a two-unit project may follow an urban lot split on each of the two new lots, potentially resulting in four dwellings on what was formerly one single-family residential lot.

SB 9 mandates the City to allow ministerial approval of the following changes to existing single-family residential properties by allowing the following ministerial approvals:

1. Two-Unit Project - Allows for the development of two primary homes on a single-family residential parcel. There is no legal requirement for a lot split/creation of two legal lots with this provision.
2. Urban Lot Split - A one-time subdivision of an existing single-family residential parcel into two parcels for the development of a primary unit on the newly created second lot.

Proposed Zoning Code Amendment

Adoption of Ordinance No. 24-1007 requires changes to MMC Title 11 - *Zoning and Development*. The full text of proposed changes are found in the proposed ordinance and the exhibits thereto. Key provisions of the proposed ordinance are as follows:

New definitions added to Chapter 11.02 - Definitions

”Urban Lot Split” means the subdivision of an existing legally subdivided lot into two lots in accordance with the requirements of this section.

"Unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Government Code Section 65852 .21, a primary dwelling, an accessory dwelling unit as defined in Government Code Section 65852.2, or a junior accessory dwelling unit as defined in Government Code Section 65852.22.

"Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

"Parcel Map" is a land division map used for developments of four (4) or fewer residential lots.

New Chapter 11.21: Two-Unit Project

A Two-Unit Project means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on an existing legally subdivided lot.

The details of the application process and the requirements for a Two-Unit Project are found in the attached proposed Ordinance No. 24-1007, Chapter 11.21.030 through 11.21.150. The more salient provisions of the ordinance related to Two-Unit Project development are as follows:

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any A corporation or corporate person of any kind (partnership, LP, LLC, C Corp, S Corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1 (a)(11)(C)(ii)) or qualified nonprofit corporation (as defined by Rev. & Tax Code § 214.15).
2. The subject lot must be in an R-1 single-family residential zone.
3. The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.
4. The Two-Unit Project must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060-7060. 7) at any time in the 15 years before submission of the application.
 - d. Housing that has been occupied by a tenant in the last three years.

5. Generally, all setbacks must conform to those objective setbacks that are imposed through the underlying zone.
6. The total floor area of each primary dwelling built that is developed under this section cannot be less than 500 SF or exceed 800 SF.
7. Each new primary dwelling unit must have at least one enclosed off-street parking space within a garage unless the site meets specific criteria related to public transit as detailed in proposed Ordinance 24-1007 Chapter 11.21.080.
8. A Parcel Map is not required for this type of development if the existing single lot remains intact and is not subdivided to create two legal lots.

New Chapter 11.87: Urban Lot Splits

Proposed new Chapter 11.87 provides the regulations and procedures necessary for considering the approval of an Urban Lot Split within an R-1 zone. The Urban Lot Split differs from a Two-Unit Project in that a single-family lot is legally subdivided to create two legal lots.

An Urban Lot Split allows the following:

1. An existing R-1 single-family zoned lot may be subdivided into a maximum of two lots. An Urban Lot Split can occur in a Single-family Residential Zone.
2. The newly created lot cannot be less than 40 percent of the original lot size.
3. The minimum size of a new lot is 1,200 square feet.
4. Each lot can have up to two units, if implementing the provisions of the Two-Unit Project upon subdivision of the lot.
5. Unit size for the new dwelling unit cannot exceed 800 square feet.
6. The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.
7. The lot split must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060-7060. 7) at any time in the 15 years before submission of the Urban Lot Split application.
 - d. Housing that has been occupied by a tenant in the last three years.

Objective Design Standards

The State of California has adopted legislation requiring cities to approve certain housing proposals (including SB 9 applications) through ministerial or "over-the-counter" processes based on objective standards. State law defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official prior to submittal." The result of these laws is to encourage cities to create quicker, more accessible pathways for housing to be built. The following objective design standards are included in the proposed ordinance:

Maximum/Minimum Unit Size – 500 SF minimum unit size and 800 SF maximum unit size.

Height – Dwelling units may not be more than one-story and shall not exceed 16 feet in height; may be exempt from one-story height limitation but may be constructed up to 25 feet in height if an 800 square-foot unit cannot be physically built on the lot without the height exemption.

Front Yard Landscaping – At least 50 percent of the front yard area is required to be maintained with landscaping (live organic plant materials), and one 24" box-sized tree is required to be planted in the front yard.

Front Yard Paving – The maximum pavement/driveway width is the width of the garage or 12 feet if there is no garage.

Front Elevation Design – The primary entrance with a roofed porch (minimum 6 feet deep by 6 feet wide) are required to be located along the front elevation.

Building Material and Color – All structures are required to utilize at least two building wall materials (e.g., stucco, brick, wood, stone) and painted at least two colors throughout all exterior elevations.

Roof Design – Roof design of new units shall be compatible with the existing primary unit on the property. If no existing primary unit exists on the site, the roof design of new units shall be compatible in design with the general character of the dwellings in the surrounding area. Unscreened roof-mounted HVAC equipment (including ductworks and conduit lines) is prohibited.

Windows and Balconies – Window treatment is required on all windows. Balconies and second-floor side windows are prohibited (this is designed to address potential privacy concerns).

Street Frontage – All lots are required to have a minimum of 12 feet of street frontage for vehicular access. Twelve feet is the minimum driveway width in the R-1 zone.

Planning Division Comments

SB 9 requires the City to approve eligible Urban Lot Splits and Two-Unit Projects administratively without a public hearing. However, SB 9 does not require R-1 property owners to make any changes to their existing properties. The intent of the proposed ordinance is to retain as much local control as possible when approving urban lot splits and/or two-unit project development within the R-1 zone through the creation of objective development and design standards.

As previously mentioned, there are limits on the discretion a City can exercise related to SB 9 applications. While the proposed ordinance is compliant with state law, it does include a number of local provisions to protect the community. Below are highlights of additional measures included in the proposed ordinance:

1. If a parcel includes an existing single-family residence, one more additional unit of not more than 800 square feet may be created with the provision that no more than 25 percent of the existing exterior structural walls shall be demolished to create the two-unit residential development unless the existing single-family residence has not been occupied by a tenant in the last three years.
2. If the parcel is vacant and undeveloped or if the existing single-family residence is proposed to be demolished in conjunction with said request, no more than two units of not more than 800 square feet each may be developed.
3. Each unit in a two-unit residential development must either be attached or separated by a distance of 10 feet from any other structure.
4. In the case of units created as the result of the urban lot split process, no more than two units in any combination, including primary dwelling units, ADUs, or JADUs, will be allowed.

Review Process

While an urban lot splits and two-unit projects would be an administrative action, approval will be subject to the applicant's ability to meet all the objective design standards enumerated in this report and in proposed Ordinance No. 24-1007. Staff is recommending the necessary amendments to the Montclair Municipal Code as summarized in this report and detailed in the proposed Ordinance.

Public Notice and Comment

On November 17, 2023, a notice of a Planning Commission public hearing on draft Ordinance No. 24-1007 was published in the *Inland Valley Daily Bulletin* per State law, for the November 27, 2023 Planning Commission meeting. On November 27, 2023, the Planning Commission held a public hearing regarding the draft ordinance to take comments, at which time there were no comments. At staff's request, the Planning Commission continued the review of the item three times until January 22, 2024, at which time the item was fully reviewed. During the January 22, 2024 meeting, there were no public comments.

On February 9, 2024, a notice of a City Council public hearing on proposed Ordinance No. 24-1007 was published in the *Inland Valley Daily Bulletin* per State law, for the February 20, 2024 City Council meeting. On February 20, 2024, the City Council held a public hearing regarding the proposed ordinance to take public comment. No comments were made, and at the request of City staff the item was continued to the City Council's regularly scheduled meeting on March 4, 2024.

Environmental Assessment

The proposed Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to California Government Code sections 65852.21, subdivision. (j), and 66411.7, subdivision (n): the adoption of an ordinance by a city or county implementing the provisions of Government Code sections 66411.7 and

65852.21, which is California's SB 9 Law and which regulates urban lot splits and two-unit projects, is statutorily exempt from the requirements of CEQA. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's SB 9 Law because the required changes have no potential for resulting in a physical change to the environment, directly or indirectly, and the changes are consistent with the goals and policies of the General Plan and will bring the City's code into compliance with State Law.

FISCAL IMPACT: The cost for review of future SB 9 proposals will be borne by property owners (applicants) at the fee established for review and permits as listed on the City's Master User Fee Schedule approved and amended from time to time by the City Council.

RECOMMENDATION: City staff recommends the City Council take the following actions:

1. Conduct first reading of Ordinance No. 24-1007 amending Chapter 11.02 of, and adding Chapters 11.21 and 11.87 to, the Montclair Municipal Code relating to urban lot splits and two-unit projects; and
2. Set a public hearing for second reading and to consider adoption of Ordinance No. 24-1007 on Monday, March 18, 2024, at 7:00 p.m. in the City Council Chambers.

ORDINANCE NO. 24-1007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.02 OF THE MONTCLAIR MUNICIPAL CODE AND ADDING A NEW CHAPTER 11.21 AND A NEW CHAPTER 11.87 RELATING TO URBAN LOT SPLITS AND TWO-UNIT PROJECTS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Montclair, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law Senate Bill 9 (“SB 9”), which among other things, adds Government Code Section 65852.21 and 66411.7 to impose new limits on local authority to regulate urban lot splits and two-unit projects; and

WHEREAS, SB 9 allows local agencies to adopt objective design, development, and subdivision standards for urban lot splits and two-unit projects; and

WHEREAS, SB 9 took effect on January 1, 2022, and preempts any conflicting City ordinance; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code sections 66411.7 and 65852.21 and to appropriately regulate projects under SB 9; and

WHEREAS, the approval of Urban Lot Splits and Two-Unit Projects based solely on the City’s default standards, without appropriate regulations governing lot configuration, unit size, height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

WHEREAS, on November 17, 2023, a notice of a public hearing on proposed Ordinance No. 24-1007 published in the *Inland Valley Daily Bulletin* per State law. On November 27, 2023, the Planning Commission opened the public hearing to take comments at which time there were there was no comment; and

WHEREAS, at staff’s request, the Planning Commission continued the review of the item three times until January 22, 2024, at which time the item was fully reviewed. During the January 22, 2024 meeting, there were no public comments; and

WHEREAS, on January 22, 2024, the Planning Commission conducted a public hearing at which time there were no public comments and the item was fully reviewed. The Planning Commission then moved to adopt Resolution No. 24-1989, and by a vote of 4-0-1 (absent), and recommended approval of the Ordinance to the City Council; and

WHEREAS, on February 9, 2024, a notice of a public hearing on proposed Ordinance No. 24-1007 was published in the *Inland Valley Daily Bulletin* per State law, for the February 20, 2024, City Council meeting. As of the writing of this report, no public comment have been received regarding the proposed Ordinance; and

WHEREAS, on February 20, 2024, the City Council of the City of Montclair opened the public hearing regarding the proposed ordinance and to take public comment. No comments were made and at the request of City staff the item was continued to the City Council’s regularly scheduled meeting on March 4, 2024; and

WHEREAS, on March 4, 2024, the City Council of the City of Montclair held a public hearing regarding the proposed ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:

SECTION I. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION II Under California Government Code sections 65852.21, subdivision (j), and 66411.7, subdivision (n), the adoption of an ordinance by a city or county implementing the provisions of Government Code Sections 66411.7 and 65852.21 and regulating urban lot splits and two-unit projects is statutorily exempt from the requirements of the California Environmental Quality Act (“CEQA”). Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that the proposed Ordinance implements these new laws enacted by SB 9.

In addition to being statutorily exempt from CEQA, adoption of the proposed Ordinance is also categorically exempt from CEQA under the Class 15 exemption set forth in State CEQA Guidelines Section 15315. The Class 15 exemption categorically exempts from CEQA, among other things, the division of property in urbanized areas zoned for residential use into four or fewer parcels. Here, adoption of the Ordinance is categorically exempt under Class 15 exemption because the ordinance regulates a single urban lot split of one parcel into two separate lots between 60 percent and 40 percent of the original lot area in a residential zone.

Further, the adoption of the proposed Ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of a second dwelling unit in a residential zone and a duplex or similar multi-family residential structure totaling no more than four dwelling units as examples of activity that expressly falls within this exemption. Here, adoption of the Ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit, in a residential zone. Moreover, the City Council finds that none of the “exceptions” to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the adoption of the proposed Ordinance will:

1. Not result in a potentially significant cumulative impact in that residential zones were designed to accommodate low-density residential development. The proposed standards seek to comply with new State of California legislation to allow increased low-density housing and establish parameters to mitigate impacts that would result from a higher-density development;
2. Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances in that the implementation of the development standards will result in residential development standards within residentially zoned properties and the proposed standards are intended to preserve the characteristics and activity with residential zones;
3. Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway in that there are no designated scenic highways in the City of Montclair.
4. Not be located on a hazardous waste site or included on any list compiled under § 65962.5 of the Government Code. The proposed standards apply to single-family residential zones only and there are no known single-family residential zoned properties in the City of Montclair listed as a hazardous waste site.
5. Not result in a substantial adverse change in the significance of a historical resource in that the proposed standards prohibit the demolition or alteration of historically designated properties.

SECTION III. Chapter 11.02 “Definitions” of Title 11 (Zoning and Development) of the Montclair Municipal Code is hereby amended to add the following definitions:

11.02 Definitions.

“**Urban Lot Split**” means the subdivision of an existing legally subdivided lot into two lots per the requirements of this section.

"Unit" means any dwelling unit, including, but not limited to, a unit or units created under Government Code Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Government Code Section 65852.2, or a junior accessory dwelling unit as defined in Government Code Section 65852.22.

"Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on an existing legally subdivided lot per the requirements of this section.

"Parcel Map" is a land division map used for developments of four (4) or fewer residential lots.

SECTION IV. Title 11 (Zoning and Development) of the Montclair Municipal Code shall be amended to add Chapter 11.21 (Ministerial Two-Unit Development) as shown in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION V. Title 11 (Zoning and Development) of the Montclair Municipal Code shall be amended to add Chapter 11.87 (Urban Lot Splits) as shown in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION VI. This Ordinance shall take effect 30 days after adoption.

SECTION VII. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity does not affect the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

SECTION VIII. The City Council hereby directs staff to prepare, execute, and file with the San Bernardino County Clerk a notice of exemption within five (5) working days of the adoption of this Ordinance.

SECTION IX. The Custodian of Records for this Ordinance is the City Clerk and the records comprising the administrative record for this Ordinance are located at 5111 Benito Street, Montclair, CA 91763.

SECTION X. The City Clerk shall certify the passage of this Ordinance and cause the same to be posted under Government Code Section 36933 by having a summary of this Ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

APPROVED AND ADOPTED this XX day of XX, 2024.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 24-1007 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2024, and finally passed not less than five (5) days thereafter at a regular meeting of the City Council held on the XX day of XX, 2024, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Myrick
City Clerk

EXHIBIT "A"

New Zoning Code Chapter 11.21

CHAPTER 11.21 – MINISTERIAL TWO-UNIT PROJECTS.

11.21.010 – Purpose. The purpose of this Chapter is to allow and appropriately regulate a Two-Unit Project under Government Code section 65852.21.

11.21.020 – Definition. A "Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this Chapter.

11.21.030 – Application.

- A. Owners
 - 1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Revenue & Tax Code §402.1(a)(1)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue & Tax Code §214.15).
 - 2. Any person with a mortgage interest in the lot must sign the application and the parcel map indicating the person's consent to the project.
- B. An application for a Two-Unit Project must be submitted on the City's approved form.
- C. The applicant must obtain a Certificate of Compliance pursuant to the Subdivision Map Act and implementing regulations in this code for the lot and provide the certificate with the application.
- D. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- E. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The City Council may establish and change the fee by resolution. The fee must be paid with the application.

11.21.040 – Approval.

- A. An application for a Two-Unit Project is approved or denied ministerially, by the Director of Community Development, without discretionary review.
- B. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that the required documents have been recorded, such as the deed restriction and easements.
- C. The approval must require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.
- D. The approval must require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

11.21.050 – Requirements. A Two-Unit Project must satisfy each of the following requirements:

- A. Subdivision Map Act Compliance. The lot must have been legally subdivided.
- B. Zone. The lot is in the R-1 single-family residential zone.

C. Lot Location.

1. The lot is not located on a site that is any of the following:
 - a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - b. A wetland.
 - c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - d. A hazardous waste site that has not been cleared for residential use.
 - e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - f. Within a 100-year flood hazard area, unless the site has either:
 - i. Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - ii. Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - iii. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - iv. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - v. Habitat for protected species.
 - vi. Land under conservation easement.
2. The purpose of subpart C(1) above is merely to summarize the requirements of Government Code Section 65913.4(a)(6)(B)-(K). (See Gov. Code §66411.7(a)(3)(C)).

The applicant must provide evidence that the requirements of Government Code Section 65913.4(a)(6)(B)-(K) are satisfied.

D. Not Historic.

The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a City or county landmark or as a historic property or district.

E. No Impact on Protected Housing.

1. The Two-Unit Project must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060-7060.7)

at any time in the 15 years before submission of the urban lot split application.

- d. Housing that has been occupied by a tenant in the last three years.
2. As part of the Two-Unit Project application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart 11.21.070.A above is satisfied.
 - a. The sworn statement must state that:
 - i. No housing that is income-restricted for households of moderate income, low income, or very low income will be demolished or altered.
 - ii. No housing that is subject to any form of rent or price control will be demolished or altered.
 - iii. No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
 - iv. No housing that has been occupied by a tenant in the last three years will be demolished or altered.
 - b. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

11.21.060 – Unit Standards.

A. Quantity.

1. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
2. A lot that is not created by an urban lot may have a Two-Unit Project in this section plus any ADU or JADU that must be allowed under State Law and the City ADU ordinance.

B. Unit Size.

1. The total floor area of each primary dwelling built that is developed under this section must be as follows:
 - a. Less than or equal to 800 SF and
 - b. Larger than 500 SF.
2. A primary dwelling that was legally established on the lot prior to the Two-Unit Project and that is larger than 800 SF is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.
3. A primary dwelling that was legally established prior to the Two-Unit Project and that is less than 800 SF may be expanded to 800 SF after, or as part of, the Two-Unit Project.

C. Height Restrictions.

1. On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.

2. On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor exterior walls; no balcony deck or other portion of the second story may project into the step back.
 3. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.
- D. Demo Cap. The Two-Unit Project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling, unless the site has not been occupied by a tenant in the last three years.
- E. Lot Coverage. A maximum lot coverage of 45 percent is permitted.
- F. Open Space. Each unit shall be provided with 300 SF of useable open space; with a minimum side setback of 10 feet.
- G. Setbacks.
1. Generally. All setbacks must conform to those objective setbacks that are imposed through the underlying zone.
 2. Exceptions. Notwithstanding subpart (G)(1) above:
 - a. Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
 - b. 800 SF; four-foot side and rear. The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than four feet from a side or rear property line.
 3. Front Setback Area. Notwithstanding any other part of this code, dwellings that are constructed under this section must be at least 25 feet from the front property lines. The front setback area must:
 - a. Be kept free from all structures greater than three feet high; and
 - b. Be landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect; and
 - c. Allow for vehicular and fire-safety access to the front structure.
- H. Parking. Each new primary dwelling unit must have at least one enclosed off-street parking space, within a garage, per unit unless one of the following applies:
1. The lot is located within one-half mile walking distance of either:
 - a. A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours; or
 - b. A site that contains the following features:
 - i. An existing rail or bus rapid transit station,
 - ii. A ferry terminal served by either a bus or rail transit service, or
 - iii. The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
 2. The site is located within one block of a car-share vehicle location.

11.21.070 – Architecture.

- A. If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
1. If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
 2. All new residential development is subject to compliance with objective R-1 design standards within this chapter. All new residential development is subject to the objective design standards.
 3. All exterior lighting must be limited to downlights.
 4. No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
 5. If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and doors) utilize frosted or obscure glass.
- B. Landscaping. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:
1. At least one 15-gallon size plant shall be provided for every five linear feet of the exterior wall. Alternatively, at least one 24" box-size plant shall be provided for every ten linear feet of the exterior wall.
 2. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.
 3. All landscaping must be drought-tolerant pursuant to the City's *Water-Efficient Landscaping and Conservation Ordinance*.
 4. All landscaping must be from the City's approved plant list.
- C. Tree Preservation. In cases where an addition or new construction is being proposed to provide for urban dwelling, the property owner must not remove mature trees on site. A mature tree is defined as a tree with a diameter-at-breast-height (DBH) of 19 inches or greater. Removal includes moving a tree or removing more than one-third of a tree's vegetation. In addition to the preservation of the tree, the owner must record a covenant showing the location of the mature tree, requiring all trimming of the tree to be overseen by a licensed arborist, prohibiting the tree from being topped, and that the City must approve any tree removal.
- D. Nonconforming Conditions. A Two-Unit Project may only be approved if all nonconforming zoning conditions are corrected.
- E. Utilities.
1. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
 2. All utilities must be underground.
- F. Building & Safety. All structures built on the lot must comply with all current local building standards. A project under this Chapter is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

G. Fire Prevention Requirements.

1. All Two-Unit Projects must comply with the following requirements:
 - a. All newly constructed structures on the site must comply with current fire code requirements, including the installation of interior fire sprinklers.
 - b. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right-of-way or of an onsite fire hydrant or standpipe. Structures exceeding a 150-foot hose-pull distance shall comply with Fire Marshal requirements, including, but not limited to, a minimum 20-foot wide paved access to provide emergency Fire Department access.
2. Two-Unit Project applications shall require Fire Prevention Bureau review of proposed plans for compliance with the above standards. The applicant must pay the City's costs for plan review.

11.21.080 – Exceptions to Objective Standards.

Any standard that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 SF in floor area must be set aside. Objective standards will be set aside in the following order until the site can contain two 800 SF units:

1. Lot Coverage
2. Floor Area Ratio
3. Open Space
4. Tree Preservation
5. Articulation
6. Second Floor Setback

11.21.090 – Separate Conveyance.

- A. Primary dwelling units on the lot may not be owned or conveyed separately from each other.
- B. Condominium airspace divisions and common interest developments are not permitted within the lot.
- C. All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.
- D. No timeshare, as defined by state law or this code, is permitted.

11.21.100 – Regulation of Uses.

- A. Residential-only. Non-residential uses are not permitted on the lot.
- B. No Short-Term Rentals. No dwelling unit on the lot may be rented for a period of less than 30 days.
- C. Owner Occupancy. Unless the lot was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile and an owner occupancy covenant shall be recorded prior to issuance of building permits.

11.21.110 – Notice of Construction.

- A. At least 30 business days before starting any construction of a Two-Unit Project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 1. Notice that construction has been authorized;
 2. The anticipated start and end dates for construction;

3. The hours of construction;
 4. Contact information for the project manager (for construction related complaints); and
 5. Contact information for the Building & Safety Department.
- B. This notice requirement does not confer a right on the noticed persons or on anyone else, to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Chapter. This notice requirement is purely to promote neighborhood awareness and expectations.

11.21.120 – Deed Restriction.

- A. The owner must record a deed restriction, on a form approved by the City, that does each of the following:
1. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
 2. Expressly prohibits any non-residential use of the lot.
 3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
 4. If the lot does not undergo an urban lot split: The individual property owners must live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

11.21.130 – Specific Adverse Impacts.

- A. Notwithstanding anything else in this Chapter, the City may deny an application for a Two-Unit Project, if the Building Official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- B. "Specific adverse impact" has the same meaning as in Gov. Code §65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- C. The Building Official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impacts.

11.21.140 – Remedies.

If a Two-Unit Project violates any part of this code or any other legal requirement:

- A. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
- B. The City may:
1. Bring an action to enjoin any attempt to sell, lease, or finance the property.
 2. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 3. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.

4. Record a Notice of Violation.
5. Withhold any or all future permits and approvals.
6. Pursue all other administrative, legal, or equitable remedies that are allowed by law or the city's code.

FIRST
READING
03/04/2024

EXHIBIT "B"

New Zoning Code Chapter 11.87

CHAPTER 11.87 – Urban Lot Splits.

11.87.010 – Purpose. The purpose of this Chapter is to allow and appropriately regulate an Urban Lot Split in accordance with Government Code Section 66411.7.

11.87.020 – Application.

A. Owners

1. Only individual property owners may apply for an Urban Lot Split. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or a corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code §402.1 (a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by §214.15).
2. Any person with mortgage interest in the lot to be split under this section must sign the application and the parcel map indicating the person's consent to the project.

B. An application for an Urban Lot Split must be submitted on the City's approved form. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.

C. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The City Council may establish and change the fee by resolution. The fee must be paid with the application.

11.87.030 – Approval.

A. An application for a parcel map for an Urban Lot Split is approved or denied ministerially, by the Director of Public Works, without discretionary review.

B. A tentative parcel map for an Urban Lot Split is approved ministerially if it complies with all the requirements of this section. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements. The tentative parcel map expires three months after approval.

C. The approval requires the property owner and/or applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

D. The approval requires the property owner and/or applicant to reimburse the City for all costs of enforcement, including attorneys' and costs associated with enforcing this code.

11.87.040 – Requirements.

An Urban Lot Split must satisfy each of the following requirements.

A. Subdivision Map Act Compliance

1. The Urban Lot Split must conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code §66410 et. seq., "SMA") and implementing requirements in this Code, including, but not limited to, this Chapter and Chapter 11.86, except as otherwise expressly provided in this section.

2. If an Urban Lot Split violates any part of the SMA, the City's subdivision regulations, including, but not limited to, this Chapter and Chapter 11.86, or any other legal requirement:
 - a. The buyer or grantee of a lot that is created by the Urban Lot Split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
 - b. The City has all the remedies available to it under the SMA, including but not limited to the following:
 - i. An action to enjoin any attempt to, sell, lease, or finance the property.
 - ii. An action for other legal, equitable, or summary remedy such as declaratory and injunctive relief.
 - iii. Criminal prosecution, punishable by imprisonment in county jail, or state prison for up to one year, by a fine of up to \$10,000, or both; or by misdemeanor.
 - iv. Record a notice of violation.
 - v. Withhold any or all future permits and approvals.
 3. Notwithstanding Section 66411.1 of the SMA, no dedication of right-of-way or construction of offsite improvements is required for an urban lot split.
- B. Zone Limit – The lot to be split is in a single-family residential zone known as R-1.
- C. Prohibited Locations. The lot split shall not be located on a site that has any of the following characteristics:
1. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 2. A wetland.
 3. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 4. A hazardous waste site that has not been cleared for residential use.
 5. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 6. Within a 100-year flood hazard area, unless the site has either:
 - a. Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - b. Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 7. Within a regulatory floodway unless all development on the site has received a no-rise certification.
 8. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 9. Habitat for protected species.
 10. Land under conservation easement.

11. A historic property or within a historic district, that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a City or County landmark or as a historic property or district.
12. The purpose of this subpart (C) is merely to summarize the requirements of Government Code Section 65913.4(a)(6)(B)-(K). (See Gov. Code §66411.7(a)(3)(C).)
13. The applicant must provide evidence that the requirements of Government Code Section 65913.4(a)(6)(B)-(K) are satisfied.

D. No Prior Urban Lot Split

1. The lot to be split was not established through a prior Urban Lot Split.
2. The lot to be split is not adjacent to any lot that was established through a prior Urban Lot Split by the owner of the lot to be split or by any person acting in concert with the owner. "Any person acting in concert with the owner" here includes any third-party that coordinates or assists the owners of two adjacent lots with their respective Urban Lot Splits.

E. - No Impact on Protected Housing

1. The Urban Lot Split must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.
 - c. Housing, or a lot formerly used for affordable housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code § 7060-7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.
 - d. Housing that has been occupied by a tenant in the last three years.
2. As part of the Urban Lot Split application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart A above is satisfied. The sworn statement must state that:
 - a. No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.
 - b. No housing that is subject to any form of rent or price control will be demolished or altered.
 - c. No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.

11.87.050 - Lot Size

- A. The existing lot size of the property prior to subdivision under this Chapter must be at least 2,400 SF.
- B. The resulting lots must each be at least 1,200 SF.
- C. Each of the resulting lots must be between 60 percent and 40 percent of the original lots.

11.87.060 – Easements

- A. The owner must enter into an easement agreement with each public service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
- B. Each easement must be shown on the tentative parcel map.
- C. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with this section.
- D. If an easement is recorded and the project is not completed, making the easement moot, the property owner may request, and the City will provide, a notice of termination of the easement, which the owner may record.

11.87.070 – Lot Access

- A. Each lot must adjoin the public right-of-way.
- B. Each resulting lot must have frontage on the public right of way of at least 12 feet.
- C. Access through or across a designated horse, pedestrian, or bike trail shall not be permitted.
- D. Access through existing subdivision boundary walls to abutting secondary roadways, major roadways, or arterials as designated in the Montclair General Plan, shall not be permitted.

11.87.080 – Non-Conforming Conditions

An Urban Lot Split is approved without requiring a legal nonconforming zoning condition to be corrected.

11.87.090 – Utilities

- A. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- B. All utilities must be underground.

11.87.100 – Building and Safety

All structures built on the lot must comply with all current local building standards. An Urban Lot Split is a change of use.

11.87.110 – Dwelling Unit Development Standards

- A. Quantity. No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph “unit” means any dwelling unit, including but not limited to, a primary dwelling unit, a unit created under Chapter 11.21 of the Montclair Municipal Code, and ADU or JADU.
- B. Unit Size. The total floor area of the primary dwelling unit on a resulting lot be shall contain not less than 500 SF or greater than 800 SF.
- C. Height Restrictions. No new primary dwelling unit may exceed a single story or 16 feet in height, measured from finished grade to peak of the dwelling unit structure.
- D. Lot Coverage. A maximum lot coverage of 45 percent is permitted.
- E. Open Space. Open space in the amount of 300 SF per unit shall be provided with a minimum dimension of 10 feet. The required open space shall be one consecutive area and shall not include setbacks.

F. Setbacks.

1. Generally. All setbacks must conform to those objective setbacks that are imposed through the underlying zone.
2. Exceptions Notwithstanding subpart (F)(1) above:
 - a. No setback is required for existing legally established structure or for a new structure that is constructed in the same location and to dimensions as an existing legally established structure
 - b. Four-foot side and rear. The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than four feet from a side or rear property line.
 - c. Front Setback Area. Notwithstanding any other part of this code, dwellings that are constructed after an Urban Lot Split must be at least 25 feet from the front property lines. The front setback areas must:
 - i. Be kept free from all structures greater than three feet high;
 - ii. Be fully landscaped except approved walkways and driveways, with, drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect.

G. Parking. Each new primary dwelling unit that is built on a lot after an Urban Lot Split must have at least one off-street parking space, within a two-car garage, per unit unless one of the following applies:

1. The lot is located within one-half mile walking distance of either:
 - a. A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours; or
 - b. A site that contains the following:
 - i. An existing rail or bus rapid transit station,
 - ii. A ferry terminal served by either a bus or rail transit service, or
 - iii. The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
2. The site is located within one block of a car-share vehicle location.

H. Architecture.

1. If there is a legal primary dwelling on the lot that was established before the Urban Lot Split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
2. If there is no legal primary dwelling on the lot before the Urban Lot Split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
3. All exterior lighting must be limited to down-lights.
4. No window or door of a dwelling that is constructed on the lot after the Urban Lot Split may have a direct line of sight to an adjoining residential

property. Fencing, landscaping, or privacy glass may be used to provide screening and provide a direct line of sight.

5. If a dwelling is constructed on a lot after an Urban Lot Split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor or (for windows and for doors) utilize frosted or obscure glass.

I. Landscaping.

1. Tree Removal.

- a. No mature tree may be removed on a lot with any development under this section.
- b. "Mature tree" means a tree with a diameter of six inches or more or a height of eight feet or taller.
- c. A tree may only be removed if it is replaced with at least two mature trees of the same type and with a trunk diameter that is the same or larger than that of the removed tree. If a certified arborist determines that there is not space on the lot for a replacement trees, owner may pay the replacement cost of the tree.

2. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots as follows:

- a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.
- b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet high may be installed.
- c. All landscaping must be drought-tolerant pursuant Chapter 11.60 Water Efficient Landscaping and Conservation.

11.87.110 - Fire Prevention Requirements.

A. All Urban Lot Split projects must comply with each of the following requirements:

1. Have direct, straight access from a public street or an improved public alley. Access through or across a designated horse, pedestrian, or bike trail shall not be permitted.
2. Driveway access to a rear lot shall be at least 12 feet wide, and constructed of a prepared surface such as concrete, brick/pavers, or asphalt.
3. All newly constructed structures on the site must comply with current fire code requirements, including, but not limited to, the installation of interior fire sprinklers.
4. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right-of-way or an onsite fire hydrant or standpipe. A new parcel with structures exceeding a 150-foot hose-pull distance shall comply with Fire Marshal requirements, including, but not limited to, the provision of a minimum 20-foot wide paved access route/driveway for emergency Fire Department access.

B. Urban Lot Split applications shall require Fire Prevention Bureau review of proposed subdivision plans for compliance with the above standards. The applicant must pay the City's costs for plan review.

11.87.120 - Exceptions to Objective Standards.

Any standard that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least

800 SF in floor area must be set aside. Objective standards will be set aside in the following order until the site can contain two 800 SF units:

1. Lot Coverage
2. Floor Area Ratio
3. Open Space
4. Tree Preservation
5. Articulation
6. Second Floor Setback

11.87.130 – Separate Conveyance.

- A. Within a resulting lot.
 1. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
 2. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an Urban Lot Split.
 3. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.
 4. No timeshare, as defined by state law or the Montclair Municipal Code, is permitted. This includes any co-ownership arrangement that gives an owner the right to exclusive use of the property for a defined period or periods of time.
- B. Between resulting lots.
 1. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the Urban Lot Split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance.
 2. If any attached structures span or will span the new lot line, the owner must record appropriate CC&R's, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

11.87.140 – Regulation of Uses.

- A. Residential-only. No non-residential use is permitted on any lot created by the Urban Lot Split.
- B. No Short-Term Rentals. No dwelling unit on a lot that is created by an Urban Lot Split may be rented for a period of less than 30 days.
- C. Owner Occupancy. The applicant for an Urban Lot Split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the Urban Lot Split is approved.

11.87.150 – Notice of Construction.

- A. At least 30 business days before starting any construction of a structure on a lot created by an Urban Lot Split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 1. Notice that construction has been authorized;
 2. The anticipated start and end dates for construction;
 3. The hours of construction;
 4. Contact information for the project manager (for construction related complaints); and

5. Contact information for the Building & Safety Division.
- B. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

11.87.160 – Deed Restriction.

The owner must record a deed restriction on each lot that results from the Urban Lot Split, on a form approved by the City, that does each of the following:

- A. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
- B. Expressly prohibits any non-residential use of the lots created by the Urban Lot Split.
- C. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
- D. States that:
 - a. The lot is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.
 - b. Development on the lot is limited to the development of residential units under this Chapter, except as required by state law.

11.87.170 – Specific Adverse Impacts.

- A. Notwithstanding anything else in this Chapter, the City may deny an application for an Urban Lot Split if the Building Official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- B. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- C. The Building Official may consult with and be assisted by Planning Division staff and others as necessary in making a finding of specific adverse impact.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2024 **FILE I.D.:** CYC200
SECTION: PUBLIC HEARINGS **DEPT.:** CITY MGR.
ITEM NO.: B **PREPARER:** E. STARR
SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 24-1008 AMENDING THE MONTCLAIR MUNICIPAL CODE RELATED TO THE COMPENSATION SCHEDULE FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL

CONSIDER SETTING A PUBLIC HEARING FOR SECOND READING AND TO CONSIDER ADOPTION OF ORDINANCE NO. 24-1008 ON MONDAY, MARCH 18, 2024, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

REASON FOR CONSIDERATION: Pursuant to Government Code Section 36516, as amended by [Senate Bill 329 \(June 2023\)](#), compensation for city council members may be increased beyond the amount prescribed in state law by an ordinance or by an amendment to an ordinance. Amendments to the Montclair Municipal Code require public hearing review and approval by the City Council.

The City Council is requested to consider first reading of Ordinance No. 24-1008 amending Sections 2.12.050 and 2.12.060 of Chapter 2.12 of Title 2 of the Montclair Municipal Code related to the compensation schedule for members of the Montclair City Council.

A copy of proposed Ordinance No. 24-1008 is attached for City Council review and consideration.

BACKGROUND: Government Code Section 36516 (§36516) authorizes a city council to enact an ordinance, or amendment thereto, to provide each member of the governing board a salary based upon the population of the municipal jurisdiction, as specified. Section 36516 also provides for annual increases not to exceed 5 percent for each calendar year from the operative date of the last adjustment of the salary then in effect when the increase is enacted.

The Montclair City Council last enacted a salary increase on February 5, 2018, with an operative date of January 1, 2019, following certification of the general municipal election held on November 6, 2018, and the seating of elected City Council members the following December.

Codified salaries subject to provisions of §36516 have not been modified since 1984, despite an over 300 percent increase in the cost of living over the past forty years. State Legislators, in seeking to address this disparity, also found that lengthy time commitments and limited pay can serve to discourage many otherwise qualified residents from running for office, especially low-income residents, single parents, people of color, and young people. Council members in some communities have even [resigned before their terms expired](#) because they could not devote time to council service while concurrently supporting their families.

Senate Bill 329 (SB 329), signed into law by Governor Gavin Newsom on June 29, 2023, increases the maximum base tiers for city council salaries, based upon the population

of a city, that may be approved by an ordinance, or amendment thereto, passed by a city council. The California Legislature passed SB 329 as acknowledgement of the important work of local governments, as well as the time and dedication that elected public service requires.

In addition to establishing revised maximum base tiers for city council salaries based upon population of a city, §36516 continues to provide that salaries for council members may be increased by an amount not to exceed 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. Alternatively, SB 329 also provides that city council salaries may be increased by an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index (CCPI), which shall not exceed 10 percent for each calendar year applied.

It is the Legislature's intent for a city to apply the greater of the three formulas:

1. Adjust to the maximum base threshold;
2. Increases by an amount not to exceed 5 percent for each calendar year from the operative date of the last adjustment; or
3. Increase by an amount equal to inflation since January 1, 2024, based upon the CCPI, which shall not exceed 10 percent for each calendar year applied (SB 329).

In considering SB 329, the California Legislature found that city council compensation has not kept pace with inflation; further, the Legislature determined that allowing cities to adjust their compensation for inflation may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

As amended by SB 329, §36516 provides for the following city council salary-related provisions:

1. A city council may enact an ordinance, or amendment thereto, providing that each member of the city council shall receive a salary based on the population of the city as set forth below:

The base tier for salaries approved by ordinance shall be as follows:

- a. In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month—previously three hundred dollars (\$300) per month.
- b. In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month—previously four hundred dollars (\$400) per month.**
- c. In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month—previously five hundred dollars (\$500) per month.

- d. In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month—previously six hundred dollars (\$600) per month.
 - e. In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month—previously eight hundred dollars (\$800) per month.
 - f. In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month—previously one thousand dollars (\$1,000) per month.
2. The population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance—for Montclair, the current census estimate as of July 1, 2022, is [37,714](#).
 3. The salary of council members may be increased beyond the amount provided in SB 329 by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
 - a. An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted; or
 - b. An amount equal to inflation as of January 1, 2024, based upon the CCPI, which shall not exceed 10 percent for each calendar year applied.
 4. No ordinance shall be enacted or amended to provide automatic future increases in city council compensation.
 5. Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in SB 329.

For the purposes of §36516, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If other statutes authorizing such service do not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

6. Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under §36516, provided that the same benefits are available and paid by the city for its employees.
7. Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Government Code Section 36514.5 (§36514.5) shall not be included for purposes of determining salary.

8. A city council shall consider the adoption of an ordinance, or amendment thereto, to increase compensation in open session during at least two regular meetings of the city council as follows:
 - a. At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
 - b. At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

In 2006, the California Attorney General opined that *only currently received compensation is allowed to be part of calculations for any adjustment to city council compensation*. This factor is significant in determining which of the three formulas to apply. In addition, the Attorney General opined that *“To make separate calculations for each intervening year since the date of any prior salary adjustment would base the calculations on compensation that were not received by city council members.”* Effectively, city council compensation adjustments are not cumulative; rather, they are increases above an existing pay rate. Furthermore, the Attorney General opined that in circumstances where city council members serve staggered four-year terms, compensation adjustments may take place no more often than every two years.

Government Code Section 36516.5 (§36516.5) further specifies that a change in city council compensation shall not apply to a council member during his/her term of office. This prohibition does not prevent the adjustment of compensation for all members of a city council serving staggered terms whenever one or more members of a city council begin a new term of office.

For the City of Montclair, the next general municipal election is scheduled to occur on November 5, 2024. If adopted by the City Council, provisions of Ordinance No. 24-1008 would not be effective until after certification of the November 2018 Municipal Election and the elected City Council Members are seated. However, because members of the City Council are compensated on a monthly basis, the effective date of the proposed compensation adjustment would not be implemented until January 1, 2025.

City Council Member Compensation

The last increase to the compensation schedule for Montclair City Council members occurred on January 1, 2019, following adoption of Ordinance No. 17-970.

Pursuant to §36516, as amended by SB 329, the City Council may receive an increase in compensation at a rate not to exceed five percent of current compensation for each calendar year from the operative date of the last adjustment (January 1, 2019) of the salary in effect (\$1,150) when Ordinance No. 24-1008 is enacted. However, upon enactment of Ordinance No. 24-1008, if the proposed salary does not exceed the SB 329’s maximum base threshold for cities over 35,000 up to and including 50,000 in population (\$1,275), the greater of the two salaries may be used, pursuant to City Council adoption of the enabling ordinance.

Provided that Ordinance No. 24-1008 will be adopted on or about March 18, 2024, five calendar years will have passed from the operative date of the last adjustment (January 1, 2019) of the salary currently in effect. Therefore, the salary in effect (\$1,150) can be

adjusted by 25 percent (5 years x 5 percent for each calendar year from the operative date of the last adjustment = 25 percent), or \$288 (\$1,150 x 25 percent = \$288 [rounded to the nearest dollar]). Accordingly, effective January 1, 2025, members of the Montclair City Council would be eligible to see their monthly compensation adjusted by \$288 (rounded to the nearest dollar), or from \$1,150 to \$1,438 per month. Because \$1,438 exceeds \$1,275 as established by SB 329, City staff is incorporating \$1,438 into proposed Ordinance No. 24-1008 as the monthly salary for City Council members effective January 1, 2025.

Alternatively, pursuant to SB 329, city council salaries can be adjusted by an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year. Pursuant to the State Board of Equalization, the [2024-25 California Consumer Price Index \(CCPI\)](#) shows that, rounded to the nearest one-thousandth of 1 percent, the CCPI, as of January 1, 2024, increased by 3.181 percent. Because the CCPI is less than 5 percent, and does not achieve the State Legislature’s objectives, as stated in SB 329—*to help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families*—the preferred adjustment to the monthly salary for members of the Montclair City Council shall be based on the 5 percent formula for each calendar year from the operative date of the last adjustment on January 1, 2019.

Table 1, below, includes the proposed monthly compensation schedule for City Council Members based on a twenty-five percent (25%) increase.

**Table 1
Current and Proposed Monthly Compensation
for City Council Members**

Current Monthly City Council Salary	SB 329 Base Salary	Proposed Monthly City Council Salary
\$1,150	\$1,275	\$1,438*

**Based on 25% Adjustment of \$1,150, rounded to the nearest dollar*

It is reiterated that percentage increases in city council compensation may not be compounded when calculating increases over multiple calendar years. It is further noted that city council compensation adjustments are not cumulative; rather, they are (a) increases above an existing pay rate; or, alternatively, (b) determined by applying either the SB 329 minimum base rate of \$1,275 for cities over 35,000 up to and including 50,000 in population; or (c) the California Consumer Price Index, which shall not exceed 10 percent for each calendar year, whichever formula is greater.

Mayor Compensation

Government Code Section 36516.1 (§36516.1) allows that a directly-elected mayor may be provided with compensation in addition to that which he/she receives as a city council member.

A mayor’s additional compensation may be provided by an ordinance or amendment to an ordinance adopted by a city council, or by a majority vote of the electors voting on such a proposition at a municipal election. The Montclair City Council has historically provided the additional compensation for the Mayor by ordinance.

In addition to establishing a schedule of compensation for City Council members, Ordinance No. 17-970 included a provision for additional compensation for the position of Mayor.

Presently, the position of Mayor of Montclair, in addition to his/her City Council compensation, receives additional compensation in the sum of five hundred dollars (\$500) per month, pursuant to Ordinance No. 17-970.

City staff proposes that, in consideration of the extraordinary commitment in time and service by the incumbent Mayor, including an estimated fifteen to twenty hours per-week in his City office and canvassing the community to identify areas in need of redress, representation of the City on a number of regional governing bodies, interaction with regional and local government officials, participation in regional and local events and citizen contact regarding local issues, the supplemental compensation for the Mayor of Montclair be adjusted to seven-hundred-fifty dollars (\$750) per month, as provided for in proposed Ordinance No. 24-1008.

Table 2, below, includes the proposed monthly compensation schedule for the position of Mayor of Montclair.

**Table 2
Current and Proposed Monthly Compensation for Mayor**

Proposed Monthly City Council Salary	Additional Mayor Compensation Per Existing Ordinance	Current Mayor Monthly Compensation	Mayor Proposed Monthly Compensation with \$500 Supplement	Mayor Proposed Monthly Compensation with \$750 Supplement*
\$1,438*	\$500**	\$1,650***	\$1,938****	\$2,188*****

* \$1,150 current compensation plus 25% (\$288) = \$1,438

** Per existing ordinance (Ordinance No. 17-970)

*** \$1,150 + \$500 = \$1,650

**** \$1,438 + \$500 = \$1,938

***** \$1,438 + \$750 = \$2,188

All costs rounded to the nearest dollar

Implementation Date

If adopted by the City Council, provisions of Ordinance No. 24-1008 would not be effective until after certification of the November 5, 2024 Municipal Election, and when elected City Council Members are seated in December 2024. However, because members of the City Council are compensated on a monthly basis, the effective date of the proposed compensation adjustment to City Council/Mayor salaries would not be implemented until January 1, 2025.

FISCAL IMPACT: For Fiscal Year 2023-24, the City budget reflects that Council Members receive \$1,150 per month in compensation, for an annual compensation total of \$13,800 per member. The Mayor, in addition to the Council compensation, receives an additional compensation of \$500 per month, for an additional annual compensation total of \$6,000. Therefore, the current total annual amount of compensation received by City Council Members, inclusive of the additional compensation received by the Mayor, is \$75,000.

Proposed Ordinance No. 24-1008 would increase the amount of compensation a Council Member receives to \$1,438 per month, for an annual compensation total of \$86,208 for five members (or, \$7,190 monthly). The Mayor, in addition to the Council compensation, would receive either (i) additional compensation of \$500 per month as provided for in Ordinance No. 17-970, for a total of \$6,000 annually; or (ii) as proposed in Ordinance No. 24-1008, additional compensation of \$750 per month for a total of \$9,000 annually.

The total proposed annual amount of compensation to be received by five City Council Members, inclusive of the additional compensation received by the Mayor at \$500 per month, or at \$750 per month as recommended in proposed Ordinance No. 24-1008, would be \$92,208 or \$95,208, respectively.

If adopted, proposed Ordinance No. 24-1008 would result in an additional annual cost of \$17,208 (at \$6,000 additional annual compensation for the Mayor) or \$20,208 (at \$9,000 additional annual compensation for the Mayor).

Pursuant to §36516, the proposed changes in compensation included in Ordinance No. 24-1008 would not be effective until after certification of the November 2024 Municipal Election and when elected City Council Members are seated in December 2024. However, because members of the City Council are compensated on a monthly basis, the effective date of the proposed compensation adjustment to City Council/Mayor salaries would not be implemented until January 1, 2025.

The proposed changes in compensation will be incorporated into the Fiscal Year 2024-25 Budget.

Pursuant to §36516(f), a city council member may waive any or all of the permitted compensation.

RECOMMENDATION: City staff recommends the City Council take the following actions:

1. Conduct first reading of Ordinance No. 24-1008 amending the Montclair Municipal Code related to the compensation schedule for the Mayor and members of the City Council; and
2. Set a public hearing for second reading and to consider adoption of Ordinance No. 24-1008 on Monday, March 18, 2024, at 7:00 p.m. in the City Council Chambers.

ORDINANCE NO. 24-1008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTIONS 2.12.050 AND 2.12.060 OF CHAPTER 2.12 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE COMPENSATION SCHEDULE FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, Government Code Section 36516 (§36516) establishes limits on the amount of compensation that city council members may receive for their service as elected officials; and

WHEREAS, Senate Bill 329 (SB 329), signed into law by Governor Gavin Newsom on June 29, 2023, increases the maximum base tiers for city council salaries, based upon the population of a municipality, that may be approved by a city council by an ordinance or amendment thereto; and

WHEREAS, the California Legislature passed SB 329 as acknowledgement of the important work of local governments, as well as the time and dedication that elected public service requires; and

WHEREAS, in considering SB 329, the California Legislature found that city council compensation has not kept pace with inflation; further, the Legislature determined that allowing cities to adjust their compensation for inflation may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families; and

WHEREAS, in addition to establishing revised maximum base tiers for city council salaries, SB 329 continues to provide that salaries for council members may be increased either by an amount not to exceed 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or by an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index (CCPI), which shall not exceed 10 percent for each calendar year applied, whichever applied formula is greater; and

WHEREAS, as amended by SB 329, §36516 provides for the following:

1. A city council may enact an ordinance, or amendment thereto, providing that each member of the city council shall receive a salary based on the population of the city as set forth below:

The base tier for salaries approved by ordinance shall be as follows:

- a. In cities up to and including 35,000 in population, up to and including Nine Hundred Fifty Dollars (\$950) per month—previously Three Hundred Dollars (\$300) per month.
- b. In cities over 35,000 up to and including 50,000 in population, up to and including One Thousand Two Hundred Seventy-Five dollars (\$1,275) per month—previously Four Hundred Dollars (\$400) per month.**
- c. In cities over 50,000 up to and including 75,000 in population, up to and including One Thousand Six Hundred Dollars (\$1,600) per month—previously Five Hundred Dollars (\$500) per month.
- d. In cities over 75,000 up to and including 150,000 in population, up to and including One Thousand Nine Hundred Dollars (\$1,900) per month—previously Six Hundred Dollars (\$600) per month.
- e. In cities over 150,000 up to and including 250,000 in population, up to and including Two Thousand Five Hundred Fifty Dollars (\$2,550) per month—previously Eight Hundred Dollars (\$800) per month.
- f. In cities over 250,000 population, up to and including Three Thousand Two Hundred Dollars (\$3,200) per month—previously One Thousand Dollars (\$1,000) per month.

2. The population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance—for Montclair, the current census estimate as of July 1, 2022, is 37,714.
3. The salary of council members may be increased beyond the amount provided in SB 329 by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
 - a. An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted; or
 - b. An amount equal to inflation as of January 1, 2024, based upon the CCPI, which shall not exceed 10 percent for each calendar year applied.
4. No ordinance shall be enacted or amended to provide automatic future increases in city council compensation.
5. Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in SB 329.

For the purposes of §36516, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If other statutes authorizing such service do not specify the amount of compensation, the maximum amount shall be One Hundred Fifty Dollars (\$150) per month for each commission, committee, board, authority, or similar body.

6. Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under §36516, provided that the same benefits are available and paid by the city for its employees.
7. Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Government Code Section 36514.5 (§36514.5) shall not be included for purposes of determining salary.
8. A city council shall consider the adoption of an ordinance, or amendment thereto, to increase compensation in open session during at least two regular meetings of the city council as follows:
 - a. At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
 - b. At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

WHEREAS, Government Code Section 36516.5 (§36516.5) specifies that a change in city council compensation shall not apply to a council member during their term of office; however, this prohibition does not prevent the adjustment of compensation for all members of a city council serving staggered terms whenever one or more members of such city council begin a new term of office; and

WHEREAS, Government Code Section 36516.1 (§36516.1) allows a directly elected mayor to be provided with compensation in addition to that which they receive as a city council member, which may be provided by an ordinance or amendment to an ordinance adopted by a city council or by a majority vote of the electors voting on such proposition at a municipal election; and

WHEREAS, pursuant to the State Board of Equalization, the 2024–25 California Consumer Price Index (CCPI) shows that, rounded to the nearest one-thousandth of 1 percent, the CCPI increased by 3.181 percent; therefore, because the CCPI is less than 5 percent, and does not achieve the State Legislature’s objectives, as stated in SB 329—to

help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families—the preferred adjustment to the monthly salary for members of the Montclair City Council, as provided for herein, shall be based on 5 percent for each calendar year from the operative date of the last adjustment on January 1, 2019; and

WHEREAS, the last increase to the compensation schedule of Montclair City Council Members occurred five years ago on January 1, 2019, with the adoption of Ordinance No. 17-970; and

WHEREAS, the City Council is eligible to receive a 25 percent increase [5-years x 5% rate increase = 25%] in compensation; and

WHEREAS, the 25 percent increase in compensation would apply to the existing monthly city council salary rate of One Thousand One Hundred Fifty Dollars (\$1,150), resulting in a monthly increase of Two Hundred Eighty-Eight Dollars (\$288), rounded to the nearest dollar, for a revised monthly salary of One Thousand Four Hundred Thirty-Eight Dollars (\$1,438) per month, rounded to the nearest dollar; and

WHEREAS, the City Council has elected to continue providing for additional compensation to be received by the Mayor at a rate of Seven Hundred Fifty Dollars (\$750) per month; and

WHEREAS, any increase in City Council/Mayor compensation cannot occur until after certification of the November 2024 General Municipal Election and the elected City Council Members are seated; and

WHEREAS, because members of the City Council are compensated on a monthly basis, the effective date of any compensation adjustment to City Council/Mayor salaries would not be implemented until January 1, 2025; and

WHEREAS, the City Council does so desire to modify the salary compensation for all members of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Amendment of Code

Sections 2.12.050 and 2.12.060 of Chapter 2.12 of Title 2 of the Montclair Municipal Code is hereby amended to read as follows:

Section 2.12.050. Compensation—Salary Schedule and Effective Date—Exclusion of Benefit Costs in Salary Computation.

A. Schedule. Each member of the City Council shall receive as salary the sum, rounded to the nearest dollar, of One Thousand Four Hundred Thirty-Eight Dollars (\$1,438) per month.

B. Effective Date. Any increase in compensation shall become effective for all members of the City Council no sooner than the first day of the calendar month that next succeeds the beginning of a new term of office for any member of the City Council following the adoption of such increase.

Section 2.12.060. Additional Compensation for Mayor.

Compensation provided to the Mayor, in addition to that received as a Council Member, shall be Seven Hundred Fifty Dollars (\$750) per month.

SECTION II. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION III. Posting. The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

SECTION IV. Effective Date. This ordinance shall take effect and be in full force thirty (30) days from and after its final passage.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 24-1008 of said City, which was introduced at a regular meeting of the City Council held on XX day of XX, 2024, and finally passed not less than seven (7) days thereafter at a regular meeting of the City Council held on the XX day of XX, 2024, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 4, 2024	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated March 4, 2024, and the Payroll Documentation dated February 11, 2024, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated March 4, 2024, totals \$1,902,284.65.

The Payroll Documentation dated February 11, 2024, totals \$864,577.33 gross, with \$620,087.98 net being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above-referenced Warrant Registers and Payroll Documentation.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2024 **FILE I.D.:** LDU600
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 2 **PREPARER:** M. HEREDIA
SUBJECT: CONSIDER APPROVAL OF TRACT MAP NO. 20381 LOCATED AT THE NORTHWEST CORNER OF MISSION BOULEVARD AND RAMONA AVENUE

CONSIDER AUTHORIZING TRACT MAP NO. 20381 TO BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER'S OFFICE, SUBJECT TO FINAL APPROVAL BY THE CITY ENGINEER

REASON FOR CONSIDERATION: Land subdivisions, including parcel maps and tract maps, are allowed by the Subdivision Map Act, subject to City Council approval. The City Council is requested to consider approval of Tract Map No. 20381 located at the northwest corner of Mission Boulevard and Ramona Avenue, and authorize the recordation of the tract map with the Office of the San Bernardino County Recorder subject to final approval by the City Engineer.

BACKGROUND: On December 19, 2022, the City Council adopted Resolution No. 22-3390, approving Tentative Tract Map No. 20381. Tract Map No. 20381 consolidates nine existing parcels and reorganizes the project site into eight new parcels divided into two major areas (north and south) created by the eastward extension of Third Street to Ramona Avenue. The south side of the site is approximately 12.22 acres and divided into six separate parcels, Nos. 1 through 6. The area on the north side of Third Street is approximately 13.98 acres and is divided into two parcels, Nos. 7 and 8.

Access to the project site is provided by four driveways on State Street, six driveways on Third Street, one on Ramona Avenue, and two on Mission Boulevard. All project frontages includes five-foot-wide sidewalks to facilitate pedestrian connectivity. A bicycle path is contemplated for the portions of Mission Boulevard and Ramona Avenue adjacent to the site, but would not be constructed until the City is ready to construct them as part of a comprehensive complete streets implementation effort.

The proposed Third Street extension will be a two-lane, undivided, 60-foot wide roadway in alignment with and connecting to the existing Ramona Avenue/Dale Street signalized intersection. In addition, the developer has agreed to share the cost for street improvements on Third Street to the west of the project site terminating at Silicon Avenue. Improvements generally include repaving and installation of curb, gutter, and sidewalk where needed.

FISCAL IMPACT: Approval of Tract Map No. 20381 will create an unknown but positive fiscal impact to the City through increased property values and sales taxes.

RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve Tract Map No. 20381 located at the northwest corner of Mission Boulevard and Ramona Avenue; and
2. Authorize Tract Map No. 20381 to be recorded with the San Bernardino County Recorder's Office, subject to final approval by the City Engineer.

27.743 ACRES - GROSS (1,208,506 SQ.FT.) 26.162 ACRES - NET (1,140,909 SQ.FT.)

TRACT NO. 20381

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF LOTS 9, 10, 18, 19, 20, & "A", IN BLOCK A, POMONA GRANDE TRACT OF SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 19, PAGES 11 AND 12, OF MAPS, RECORDS OF SAID COUNTY; TOGETHER WITH THAT PORTION OF LOT 33, OF THE SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 15, PAGE 57, OF MAPS, RECORDS OF SAID COUNTY.

DATE OF SURVEY: MAY, 2019

HUITT-ZOLIARS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR THE EASEMENTS FOR ALL SIDEWALK PURPOSES AND UTILITY PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR THE EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES: STATE STREET, THIRD STREET, AND MISSION BOULEVARD, AS DEDICATED HEREON.

MISSION BOULEVARD INDUSTRIAL OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP

NAME: TITLE: NAME: TITLE:

U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 14, 2023, AS INSTRUMENT NO. 2023-0172679, OFFICIAL RECORDS.

NAME: TITLE: NAME: TITLE:

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF COUNTY OF ON BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY PRINT NAME MY COMMISSION NO. MY COMMISSION EXPIRES

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF COUNTY OF ON BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY PRINT NAME MY COMMISSION NO. MY COMMISSION EXPIRES

SEE SHEET 2 FOR SIGNATURE OMISSIONS, MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND EASEMENT NOTES. SEE SHEET 5 FOR LOT DETAIL.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN MAY 2019 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MISSION BOULEVARD INDUSTRIAL OWNER, L.P. IN MAY 2019. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

David W. Mackey 1/24/2024 DAVID W. MACKEY, P.L.S. 8912 DATE



CITY ENGINEER'S STATEMENT

I DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MONICA HEREDIA, PE 56547 DATE CITY ENGINEER CITY OF MONTCLAIR, CALIFORNIA



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

REVIEWED FOR THE CITY OF MONTCLAIR BY L.D. KING, INC.

CARLA E. BERARD, P.L.S. 7224 DATE L.D. KING, INC.



PLANNING COMMISSION'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN UPON THIS MAP IS IN ACCORDANCE WITH THE TENTATIVE MAP APPROVED AT THE MEETING OF THE PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE DAY OF , 20.

SECRETARY, MONTCLAIR PLANNING COMMISSION DATE

CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR, BY MOTION DULY SECONDED AND PASSED, APPROVED THIS MAP ON THE DAY OF , 2023, AND DID ACCEPT ON BEHALF OF THE CITY OF MONTCLAIR THE EASEMENTS FOR SIDEWALK PURPOSES AND UTILITY PURPOSES, AS DEDICATED HEREON, AND FOR PUBLIC STREET AND UTILITY PURPOSES, STATE STREET, THIRD STREET, AND MISSION BOULEVARD, AS DEDICATED HEREON.

ANDREA MYRICK, CITY CLERK, CITY OF MONTCLAIR DATE

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE \$.

ENSEN MASON DATE COUNTY AUDITOR - CONTROLLER/TREASURER/TAX COLLECTOR SAN BERNARDINO COUNTY

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ HAS EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY CERTIFIED.

L'YNN MONELL, CLERK OF THE BOARD OF SUPERVISORS SAN BERNARDINO COUNTY

BY DEPUTY DATE

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER OF MAPS AT PAGES AT THE REQUEST OF , IN THE AMOUNT OF \$

CHRIS MILHITE, ASSESSOR-RECORDER SAN BERNARDINO COUNTY

BY DEPUTY RECORDER DATE

27.743 ACRES – GROSS
(1,208,506 SQ.FT.)
26.162 ACRES – NET
(1,140,909 SQ.FT.)

DATE OF SURVEY: MAY, 2019

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOTS 9, 10, 18, 19, 20, & "A", IN BLOCK A, POMONA GRANDE TRACT OF SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 19, PAGES 11 AND 12, OF MAPS, RECORDS OF SAID COUNTY; TOGETHER WITH THAT PORTION OF LOT 33, OF THE SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 15, PAGE 57, OF MAPS, RECORDS OF SAID COUNTY.

HUITT-ZOLIARS

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RAMONA AVENUE BEING NORTH 0°38'45" WEST ON RECORD OF SURVEY 10-140, R.S.B. 146/26

MONUMENT NOTES

- FOUND REBAR AND PLASTIC CAP, "LS 5786" PER R1, UNLESS OTHERWISE NOTED.
- ▲ FOUND SPIKE AND WASHER, STAMPED "LS 5786" PER R1, UNLESS OTHERWISE NOTED.

SEARCHED FOUND NOTHING AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

REFERENCES

- R1 RECORD OF SURVEY 10-140, R.S.B. 146/26
- R2 AMENDED MAP OF POMONA GRANDE TRACT, M.B. 19/11
- R3 MAP OF SAN ANTONIO TRACT, M.B. 3/16
- R4 PARCEL MAP NO 627, P.M.B. 11/55

SIGNATURE OMISSION NOTES

THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

1. THE SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER FOR EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED MARCH 30, 1956 IN BOOK 3899, PAGE 528, AUGUST 15, 1957 IN BOOK 4303, PAGE 541, DECEMBER 14, 1966 IN BOOK 6743, PAGE 199, AUGUST 15, 1957 IN BOOK 4303, PAGE 542, MARCH 24, 1965 IN BOOK 6356, PAGE 249, MARCH 17, 1975 IN BOOK 8636, PAGE 766, OCTOBER 29, 2008 AS INSTRUMENT NO. 2008-0477418, OFFICIAL RECORDS.
2. OLIN LEE BUTLER AND JESSIE ANN BUTLER, HOLDER FOR AN EASEMENT FOR DRIVEWAY PURPOSES RECORDED FEBRUARY 7, 1949 IN BOOK 2357, PAGE 242, OFFICIAL RECORDS.
3. EVERETT L. THOMAS AND BERTHA THOMAS, HOLDER FOR AN EASEMENT FOR WATER PIPELINE PURPOSES RECORDED NOVEMBER 30, 1949 IN BOOK 2493, PAGE 583, OFFICIAL RECORDS.
4. POMONA LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR LAYING PIPE LINES AND AQUEDUCTS FOR THE CONVEYANCE OF WATER OVER SAID LAND AND INCIDENTAL PURPOSES RECORDED MARCH 7, 1891 IN BOOK 211, PAGE 400 (AFFECTS SUBJECT PROPERTY, NOT LOCATABLE FROM RECORD).
5. PHALANX COMPANY, HOLDER OF EASEMENTS FOR PIPE LINES OVER SAID LAND AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 28, 1893, IN BOOK 177, PAGE 142 OF DEEDS; DECEMBER 7, 1910, IN BOOK 469, PAGE 242 OF DEEDS, AND AUGUST 13, 1930 IN BOOK 638, PAGE 381 AND 382, BOTH OF OFFICIAL RECORDS (AFFECTS SUBJECT PROPERTY, NOT LOCATABLE FROM RECORD).

**EASEMENT NOTES
EXISTING EASEMENTS**

- ① AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 30, 1956 IN BOOK 3899, PAGE 528, OFFICIAL RECORDS.
- ② AN EASEMENT FOR DRIVEWAY PURPOSES IN FAVOR OF OLIN LEE BUTLER AND JESSIE ANN BUTLER RESERVED IN THE GRANT DEED RECORDED FEBRUARY 7, 1949 IN BOOK 2357, PAGE 242, OFFICIAL RECORDS.
- ③ AN EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF EVERETT L. THOMAS AND BERTHA THOMAS RECORDED NOVEMBER 30, 1949 IN BOOK 2493, PAGE 583, OFFICIAL RECORDS.
- ④ AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 15, 1957 IN BOOK 4303, PAGE 542, OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES IN FAVOR OF THE COUNTY OF SAN BERNARDINO RECORDED JUNE 16, 1964 IN BOOK 6171, PAGE 225, OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED DECEMBER 14, 1966 IN BOOK 6743, PAGE 199, OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES IN FAVOR OF THE COUNTY OF SAN BERNARDINO RECORDED FEBRUARY 8, 1967 IN BOOK 6769, PAGE 989, OFFICIAL RECORDS.
- ⑧ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 15, 1957 IN BOOK 4303, PAGE 541, OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES IN FAVOR OF THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1964 IN BOOK 6257, PAGE 306, OFFICIAL RECORDS.

- ⑩ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 24, 1965 IN BOOK 6356, PAGE 249, OFFICIAL RECORDS.
- ⑪ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 17, 1975 IN BOOK 8636, PAGE 766, OFFICIAL RECORDS.
- ⑫ AN EASEMENT FOR STREET, HIGHWAY, PUBLIC UTILITY AND SLOPE PURPOSES IN FAVOR OF CITY OF MONTCLAIR RECORDED NOVEMBER 28, 2005 AS INSTRUMENT NO. 2005-0885540, OFFICIAL RECORDS.
- ⑬ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 29, 2008 AS INSTRUMENT NO. 2008-0477418, OFFICIAL RECORDS.
- ⑭ AN EASEMENT FOR STREET, HIGHWAY, UTILITY CONSTRUCTION AND MAINTENANCE PURPOSES IN FAVOR OF THE CITY OF MONTCLAIR RECORDED DECEMBER 2, 2008 AS INSTRUMENT NO. 2008-0534894, OFFICIAL RECORDS.

PROPOSED EASEMENTS

- Ⓐ AN EASEMENT FOR SIDEWALK PURPOSES TO THE CITY OF MONTCLAIR.
- Ⓑ AN EASEMENT FOR UTILITY PURPOSES TO THE CITY OF MONTCLAIR.

SEE SHEET 1 FOR SIGNATURES
AND NOTARY ACKNOWLEDGEMENTS

SEE SHEET 4 FOR BOUNDARY MAP

SEE SHEET 5 FOR LOT DETAIL

TRACT NO. 20381

27.743 ACRES - GROSS
 (1,208,506 SQ.FT.)
 26.162 ACRES - NET
 (1,140,909 SQ.FT.)

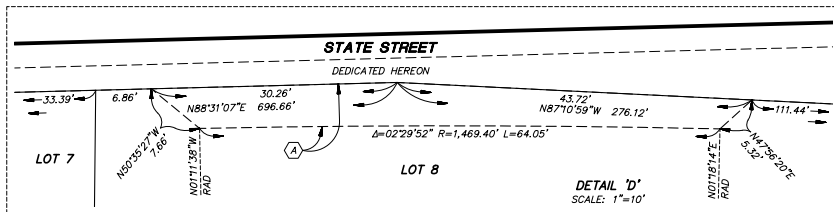
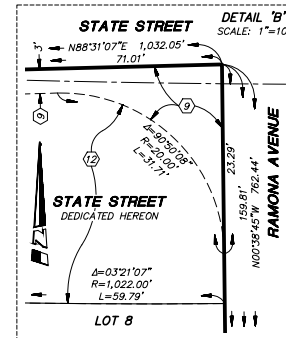
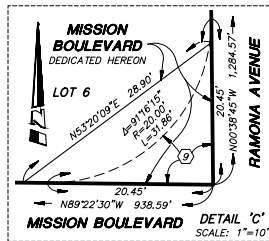
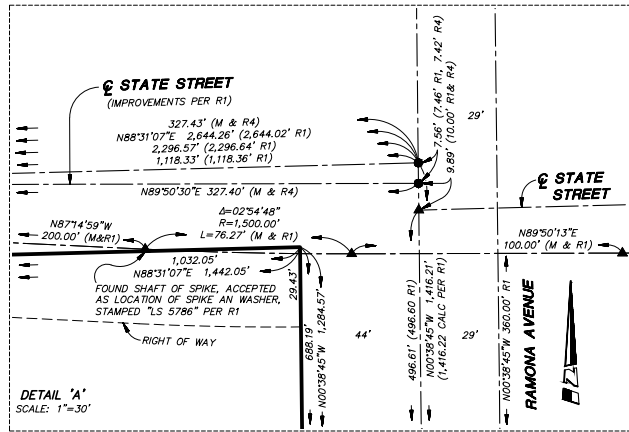
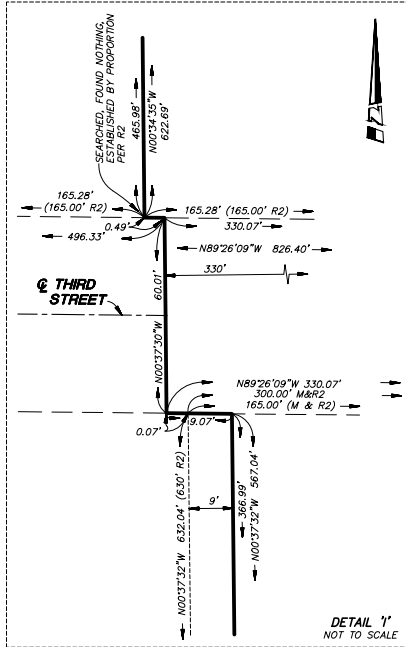
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
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DATE OF SURVEY: MAY, 2019

HUITT-ZOLIARS

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



SEE SHEET 1 FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENTS

SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND EASEMENT NOTES

SEE SHEET 5 FOR LOT DETAIL

8 NUMBERED LOTS

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
MONUMENT NOTES
INDICATES FOUND MONUMENT AS NOTED HEREON.

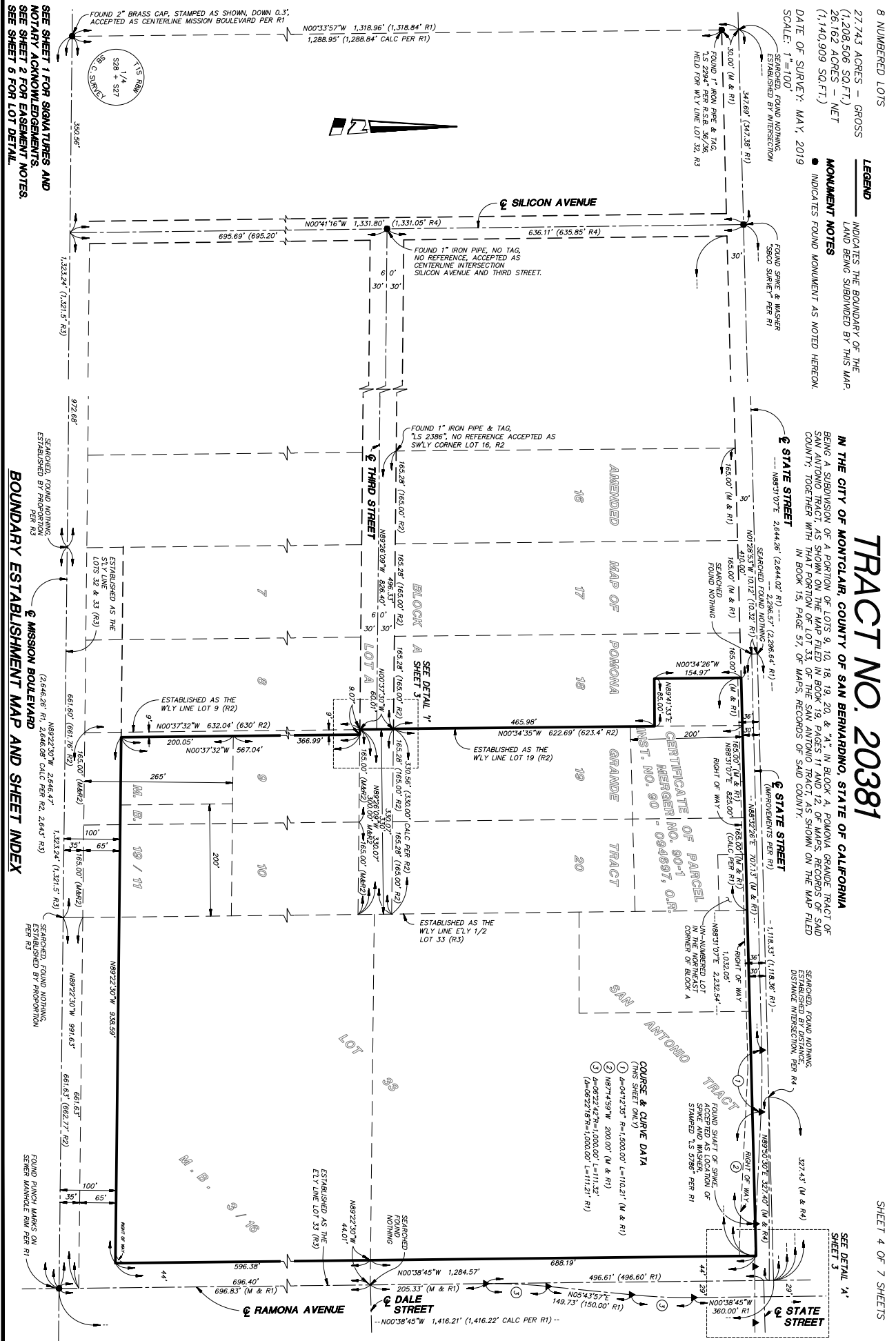
DATE OF SURVEY: MAY, 2019
SCALE: 1"=100'

TRACT NO. 20381

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
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SHEET 4 OF 7 SHEETS

SEE DETAIL 'A'



COURSE & CURVE DATA
(THIS SHEET ONLY)

- ① A=0°47'35" R=+1,500.00' L=110.21' (M & R)
- ② A=0°47'35" R=+1,500.00' L=110.21' (M & R)
- ③ A=0°22'42" R=+1,000.00' L=111.32' (M & R)
- ④ A=0°22'42" R=+1,000.00' L=111.32' (M & R)

SEE SHEET 1 FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENTS. SEE SHEET 2 FOR EASEMENT NOTES. SEE SHEET 6 FOR LOT DETAIL.

BOUNDARY ESTABLISHMENT MAP AND SHEET INDEX

8 NUMBERED LOTS

TRACT NO. 20381

SHEET 5 OF 7 SHEETS

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(1,208,506 SQ.FT.)
26.162 ACRES - NET
(1,140,909 SQ.FT.)

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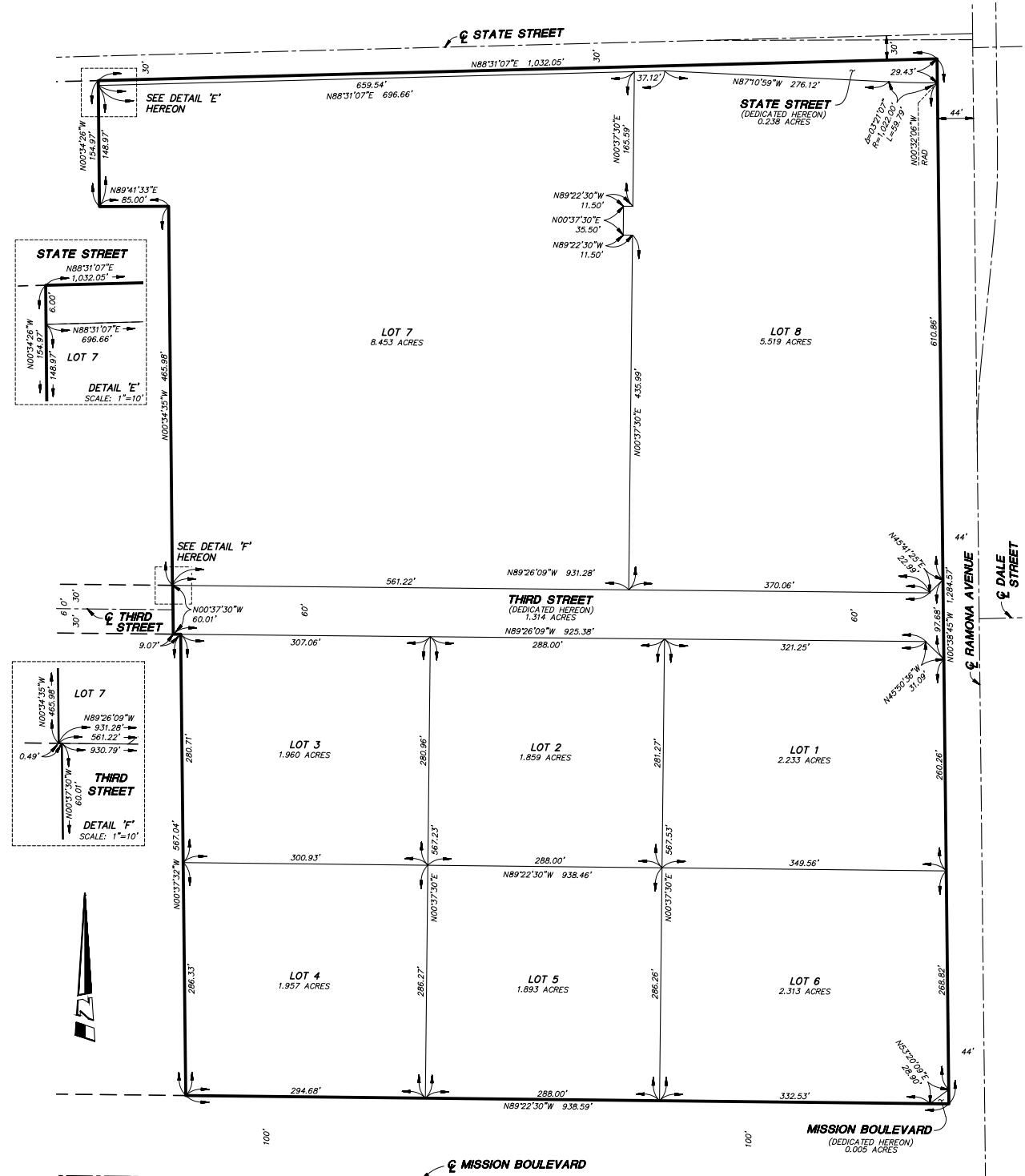
DATE OF SURVEY: MAY, 2019

HUITT-ZOLIARS

SCALE 1"=80'

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



SEE SHEET 1 FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENTS

SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND EASEMENT NOTES

SEE SHEET 4 FOR BOUNDARY MAP

8 NUMBERED LOTS

27.743 ACRES - GROSS

(1,208,506 SQ.FT.)

26.162 ACRES - NET

(1,140,909 SQ.FT.)

DATE OF SURVEY: MAY, 2019

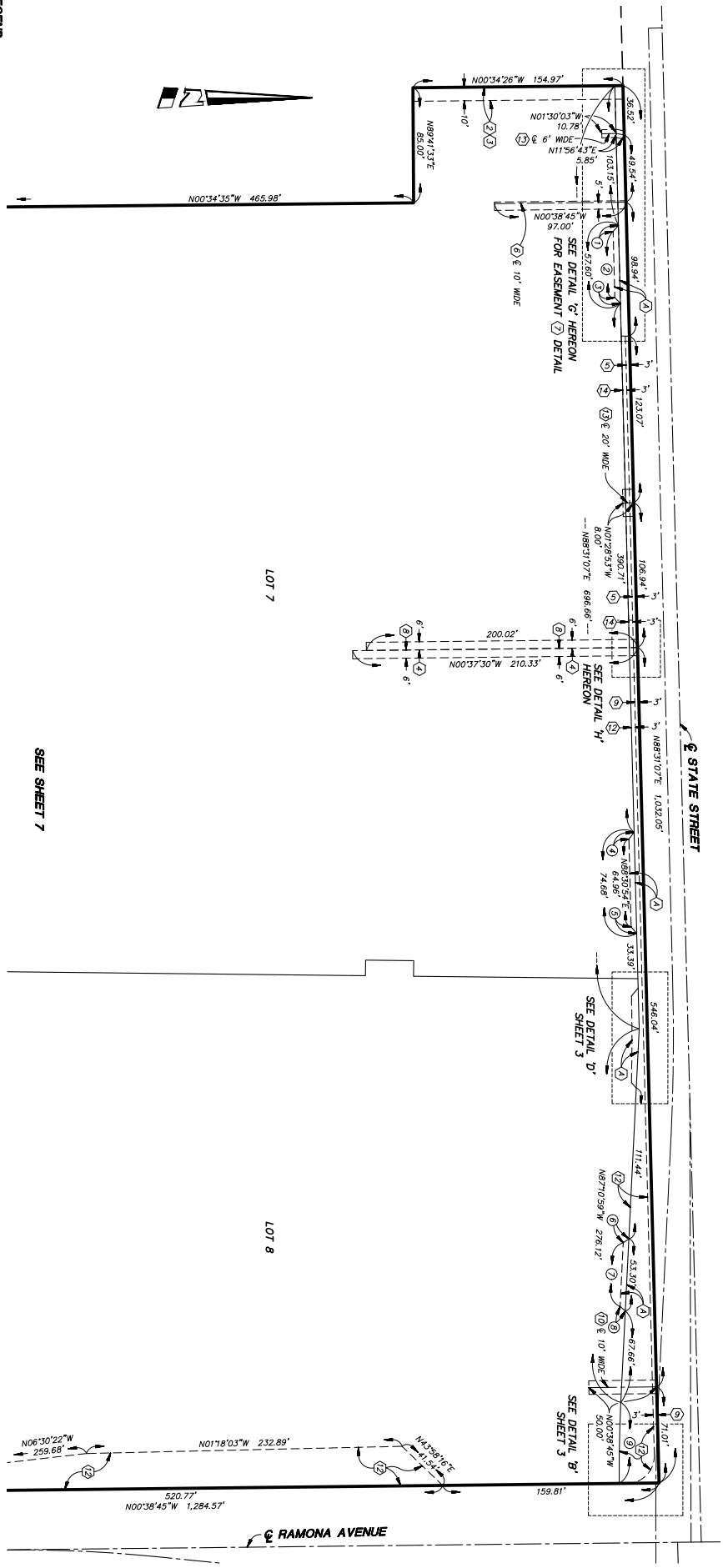
SCALE 1"=50'

TRACT NO. 20381

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
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HUITT-ZOLLARS

SHEET 6 OF 7 SHEETS



LEGEND
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

SEE SHEET 1 FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENTS

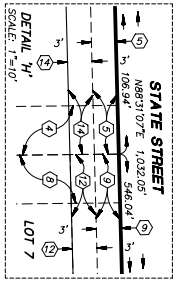
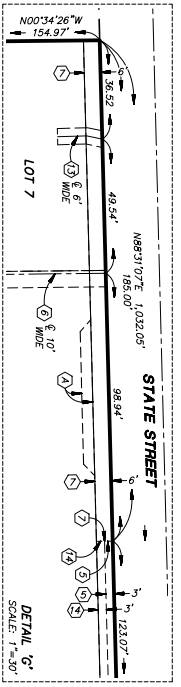
SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND EASEMENT NOTES

SEE SHEET 4 FOR BOUNDARY MAP

SEE SHEET 5 FOR LOT DETAIL

COURSE AND CURVE DATA
(THIS SHEET ONLY)

- ① N48°39'56"W 5.88'
- ② N88°31'07"E 48.96'
- ③ N45°42'02"E 5.88'
- ④ N91°33'51"W 6.28'
- ⑤ N89°17'40"E 6.31'
- ⑥ N83°04'27"W 5.07'
- ⑦ N87°10'59"W 4.21'
- ⑧ N42°29'49"E 5.04'
- ⑨ A=0°31'07" R=1,022.00' L=59.79'



8 NUMBERED LOTS

27.743 ACRES - GROSS

(1,208,506 SQ.FT.)

26.162 ACRES - NET

(1,140,909 SQ.FT.)

DATE OF SURVEY: MAY, 2019

SCALE 1"=50'

TRACT NO. 20381

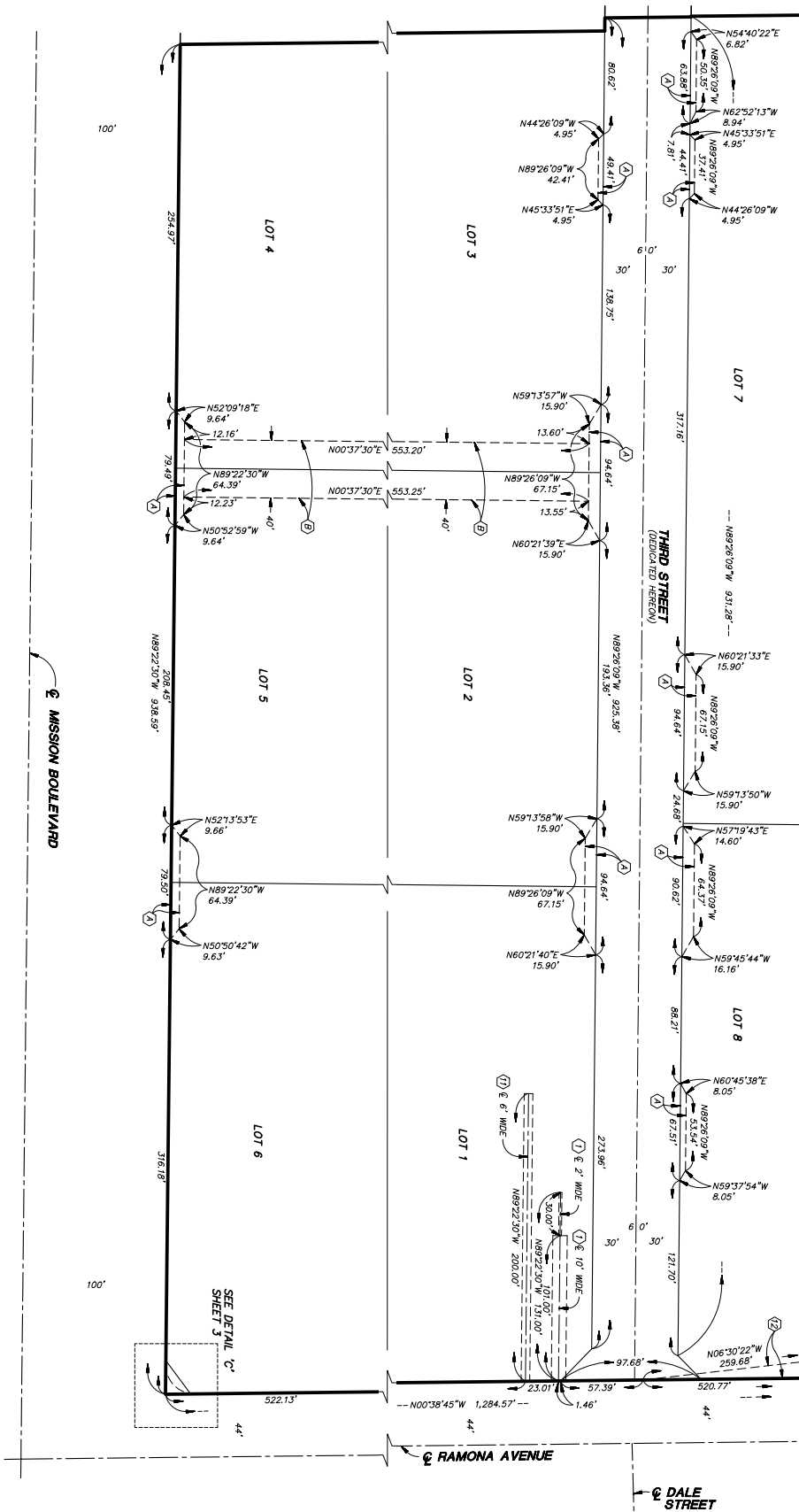
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOTS 9, 10, 18, 19, 20, & "A" IN BLOCK A, PIONEER GRANDE TRACT OF SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 19, PAGES 11 AND 12, OF MAPS, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 33 OF THE SAN ANTONIO TRACT, AS SHOWN ON THE MAP FILED IN BOOK 15, PAGE 57, OF MAPS, RECORDS OF SAID COUNTY.

HUITT-ZOLLARS

LEGEND
INDICATES THE BOUNDARY OF THE
LAND BEING SUBDIVIDED BY THIS MAP

SEE SHEET 6

SHEET 7 OF 7 SHEETS



SEE SHEET 1 FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENTS
SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND EASEMENT NOTES
SEE SHEET 4 FOR BOUNDARY MAP
SEE SHEET 6 FOR LOT DETAIL



CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2024 **FILE I.D.:** STA860
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 3 **PREPARER:** R. HOERNING

SUBJECT: CONSIDER AMENDING THE 2019-2024 CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE MONTCLAIR SAFE ROUTES TO SCHOOL (SRTS) IMPLEMENTATION PROJECT FOR SAFETY IMPROVEMENTS NEAR MONTCLAIR HIGH, MONTE VISTA ELEMENTARY, AND MONTERRA ELEMENTARY SCHOOLS

CONSIDER AUTHORIZING A \$634,000 APPROPRIATION FROM 2021 LEASE REVENUE BOND PROCEEDS FOR COSTS RELATED TO THE MONTCLAIR SRTS IMPLEMENTATION PROJECT

CONSIDER FINDING THE PROJECT CATEGORICALLY EXEMPT FROM CEQA AND MAKING A DE MINIMIS FINDING OF NO EFFECT ON FISH AND WILDLIFE ASSOCIATED WITH THE MONTCLAIR SRTS IMPLEMENTATION PROJECT AND AUTHORIZING STAFF TO FILE A NOTICE OF EXEMPTION FOR THE PROJECT

REASON FOR CONSIDERATION: The City Council is requested to consider taking actions related to design and construction of the Montclair Safe Routes to School (SRTS) Implementation Project for safety improvements near Montclair High, Monte Vista Elementary, and Monterra Elementary schools. Amendments to the Capital Improvement Program, appropriation of unbudgeted funds, and adoption of findings of a categorical exemption require City Council approval.

A copy of proposed Notice of Categorical Exemption is attached for City Council's review and consideration.

BACKGROUND: On June 29, 2023, the California Transportation Commission (CTC) approved the Active Transportation Planning (ATP) Cycle 6 Grant for \$5,180,000 submitted by the San Bernardino County Transportation Authority (SBCTA) for the City's application for the design and implementation of street, pedestrian and vehicular safety improvements near Montclair High School, Monte Vista and Monterra Elementary schools. This project is called the Montclair SRTS Implementation Project.

On October 19, 2023, the CTC allocated funds for the Caltrans Project Approval & Project Environmental phase of the work. This project will implement improvements within the existing street right of way. The general scope of the project includes the design and construction of new and enhanced sidewalk segments, new and upgraded Americans with Disability (ADA) access ramps, enhanced pedestrian crosswalk striping and signage, street lighting, and bike lane modifications near three schools and adjacent neighborhoods as shown on the attached exhibits.

One of the requirements for the project to move forward to the design phase is to evaluate and complete the project environmental documentation process.

ENVIRONMENTAL ASSESSMENT: The project qualifies as a Class 1 exemption under Section 15301 of the California Environmental Quality Act (CEQA) Guidelines. Section 15301 covers "minor alteration(s) of existing public or private structures... involving negligible or no expansion of use beyond that existing at the time of the lead agency's

determination”; specifically Section 15301(c) exempts “ Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities (this includes road grading for the purpose of public safety).“

As previously mentioned, this project will include constructing new infill sidewalk to provide safe pedestrian connectivity, enhanced sidewalk to improve safety and walkability, new and upgraded ADA access ramps, enhanced sidewalk crossing markings, upgraded and enhanced signage, improved street lighting, bicycle lane enhancements, etc. along existing streets. This work is identified in the City’s Active Transportation Plan.

FISCAL IMPACT: The estimated total project cost is \$6,335,000, of which \$5,701,000 is funded by ATP Cycle 6 Grant funding. This is a reimbursement Grant. The \$634,000 in local match funding required for this project would be provided by 2021 Lease Revenue Bond Proceeds.

RECOMMENDATION: Staff recommends that the City Council take the following actions:

1. Amend the 2019–2024 Capital Improvement Program to include the Montclair SRTS Implementation Project for safety improvements near Montclair High, Monte Vista Elementary, and Monterra Elementary schools;
2. Authorize a \$634,000 appropriation from 2021 Lease Revenue Bond proceeds for costs related to the Project;
3. Find the Project to be categorically exempt from CEQA and make a de minimis finding of no effect on fish and wildlife associated with the Montclair SRTS Implementation Project and authorize staff to file a Notice of Exemption for the Project.

City of Montclair

MONTCLAIR HIGH SCHOOL SRTS SITE PLANS



Figure 4-20: Infrastructure recommendations for Montclair High School

City of Montclair

MONTE VISTA ELEMENTARY SCHOOL SRTS SITE PLANS

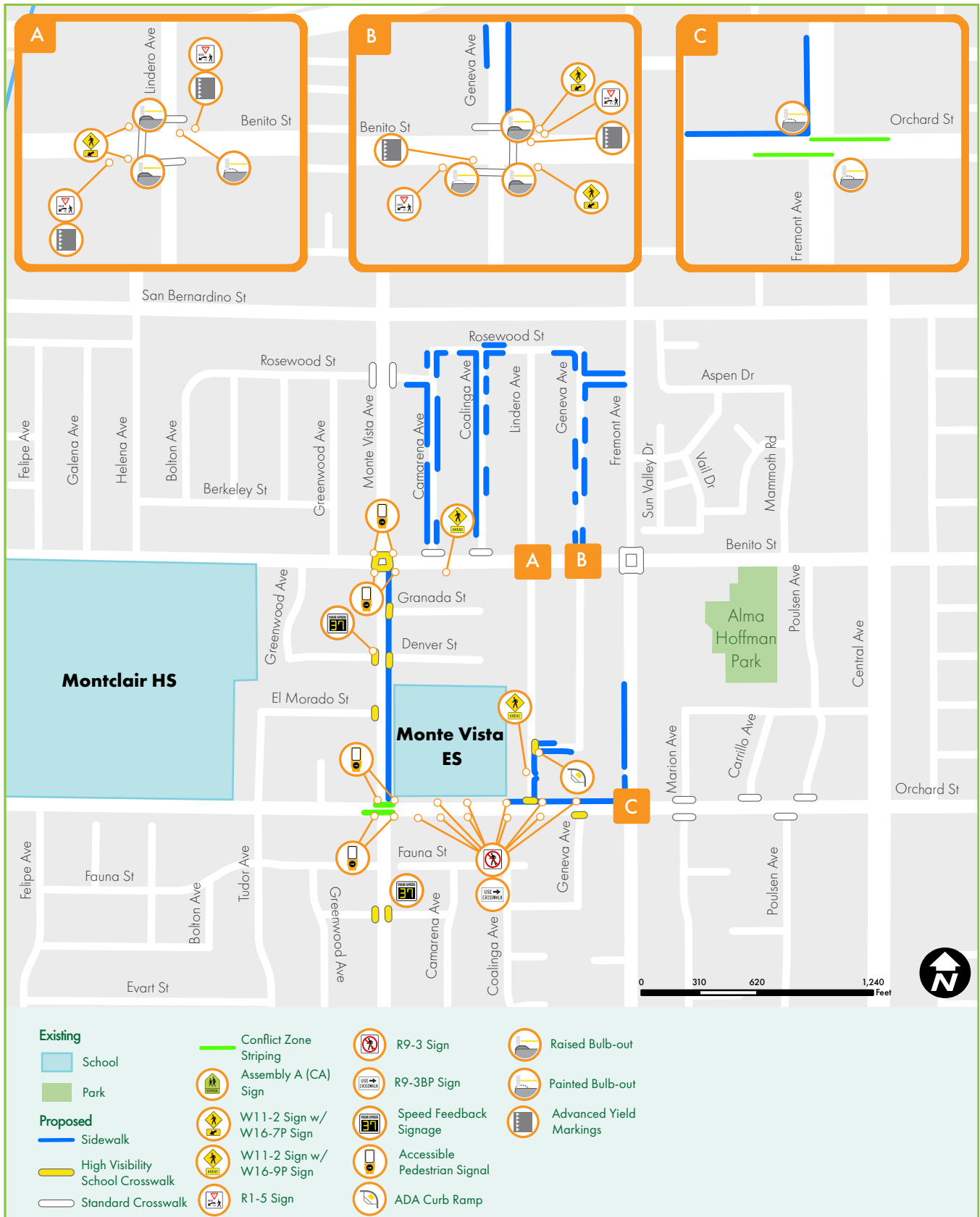


Figure 4-24: Infrastructure recommendations for Monte Vista Elementary School

City of Montclair

MONTERA ELEMENTARY SCHOOL SRTS SITE PLANS



Infrastructure Fund Capital Project Funding Information

Project Name: Montclair SRTS Implementation Project

Project Details: Improvements include new and upgraded sidewalk segments, new and upgraded Americans with Disabilities Act (ADA) access ramps, enhanced pedestrian crosswalks, striping and signage, street lighting, bike lane modifications near Montclair High, Monte Vista and Monterra Elementary.

Preparation Date: February 26, 2024

Department: Public Works/Engineering Department

Project No. (Assigned by Finance): _____

Contact/Ext.: R. Hoerning _____

x446

Phase	Prior Years	Fiscal Years					Total	Fund/Program
		2023/2024	2024/2025	2025/2026	2026/2027	2027/2028		
Environmental								
Design		634,000.00					634,000.00	2021 LRB
Construction					5,701,000.00		5,701,000.00	ATP Cycle 6
Total	0.00	634,000.00	0.00	0.00	5,701,000.00	0.00	6,335,000.00	

Approvals:

Department: Public Works/Engineering By: _____ Date: _____

Finance By: _____ Date: _____

City Council Date: _____

Revision Number: _____

Total Project Cost: 6,335,000.00

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Bernardino
385 N. Arrowhead Avenue
San Bernardino, CA. 92415

From: (Public Agency): City of Montclair, Public Works
5111 Benito Street
Montclair, CA. 91763-0808

(Address)

Project Title: Montclair SRTS Implementation Project

Project Applicant: City of Montclair

Project Location - Specific:
The project is located on various City streets near Montclair High School, Monte Vista Elementary School, and Monterra Elementary School in the City of Montclair.

Project Location - City: City of Montclair Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:
The project will implement improvements on existing streets, to include new and enhanced sidewalk segments, new and upgraded Americans with Disabilities (ADA) access ramps, enhanced pedestrian crosswalks, striping and signage, street lighting, bike lane modifications near three Montclair schools.

Name of Public Agency Approving Project: City of Montclair

Name of Person or Agency Carrying Out Project: Monica Heredia, City Engineer

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15301 (c)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project will construct minor alterations on existing streets involving negligible or no expansion of use to improve safety for pedestrians, bicyclists and motorists.

Lead Agency
Contact Person: Monica Heredia Area Code/Telephone/Extension: 909-625-9441

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 4, 2024	FILE I.D.:	PER187
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ADMIN. SVCS.
ITEM NO.:	1	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-18 WITH THERESA ST. PETER FOR PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-18 with Theresa St. Peter for professional Human Resources consulting services.

BACKGROUND: On December 19, 2022, the City entered into Agreement No. 22-119 with Theresa St. Peter for professional human resources consulting services. Theresa St. Peter was highly recommended by several local cities for auditing and updating personnel policies as well as providing advice and guidance for highly complex human resources matters, such as hiring CalPERS retired annuitants and processing industrial disability retirements. She assisted the City with reviewing and updating several Human Resources processes throughout her prior contract, which expired at the end of 2023.

The City would again like to enter into an agreement with Ms. St. Peter to continue providing assistance to the Personnel Division with complex human resources functions. Some upcoming projects staff would like Ms. St. Peter's assistance with include creating and implementing a Workplace Violence Prevention Plan, which Cal/OSHA requires all employers to have in place by July 1, 2024, and providing guidance in administering the interactive process for accommodating employees with disabilities and injuries.

Ms. St. Peter retired in 2011 from a long career in human resources and risk management with the City of Monrovia. She has since consulted for cities and served in interim director positions, having worked over the past decade for the cities of West Covina, Azusa, San Clemente, San Gabriel, Alhambra, Ontario, and Pomona. Her specialties include recruitment and selection of City employees and volunteers, employee relations, benefits administration, employee training and development, workers' compensation, and liability and risk management. Ms. Peter holds a Bachelor of Arts in Psychology and a Master of Public Administration from California State University, Fullerton.

The scope of work for Ms. St. Peter's services would be as follows:

1. Consultant shall review/revise/create policies, procedures, and/or forms and provide professional advice or assistance regarding the following topics, as requested:
 - Recruitments, Onboarding, and Separations
 - Labor Relations & Memoranda of Understanding
 - Salary Surveys and Schedules
 - Performance Evaluations
 - Employee Discipline
 - Employee Recognition and Incentive Programs
 - Industrial Disability Retirements

- Workers' Compensation
 - Internal Investigations
 - Occupational Safety
 - Risk Management-Related Matters
 - Other Personnel-Related Matters
2. Consultant shall develop and provide a plan for implementation of a Workplace Violence Prevention Program.
 3. Consultant will assist with administration of the interactive process for accommodating employees with disabilities and injuries.

FISCAL IMPACT: Ms. St. Peter's rate is \$100.00 per hour. The contract for Ms. St. Peter shall not exceed \$50,000. The cost of this contract has been included under Special Consulting Services in the Personnel/Risk Management budget for Fiscal Year 2023-24, and will again be included for FY 2024-25. The term of Agreement No. 24-18 would expire on June 30, 2025.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-18 with Theresa St. Peter for professional Human Resources consulting services, subject to any revisions deemed necessary by the City Attorney.

**CITY OF MONTCLAIR
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **4th** day of **March, 2024**, by and between the City of Montclair, a municipal corporation organized under the laws of the State of California with its principal place of business at 5111 Benito Street, California 91763, County of San Bernardino, State of California ("City") and **Theresa St. Peter**, a Sole Proprietorship ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **professional human resources consulting services** to public clients and has the necessary qualifications to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional human resources consulting services ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 4, 2024, to June 30, 2025, unless earlier terminated as provided herein.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation for all Services as completed. The total amount is not to exceed \$50,000 without the written approval of the City Manager, as applicable.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within thirty (30) days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Theresa St. Peter.**

3.3.3 City's Representative. The City hereby designates **Marcia Richter, Assistant City Manager/Director of Human Services**, or her designee, ("City's Representative") to act as its representative in all matters pertaining to the administration and performance of this Agreement. City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement.

3.3.4 Consultant's Representative. Consultant hereby designates **Theresa St. Peter**, or her designee, ("Consultant's Representative") to act as its representative for the performance of this Agreement. Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as used by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of its employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term

of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.6 Force Majeure Event.

3.3.6.1 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.6.2 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.7 Laws and Regulations: Employee/Labor Certification.

3.3.7.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.7.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it

has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.7.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.7.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.7.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.7.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such

Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may terminate this Agreement by providing written notice to City at least thirty (30) days before the effective date of such termination provided that the City may waive this notice period. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such

document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant’s obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant’s liability for such claim, including the cost to defend, shall not exceed the Consultant’s proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the Services through any independent contractor, subcontractor or subconsultant (“Subcontractor(s)”) unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant’s behalf are Consultant’s employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial

Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Theresa St. Peter
 8527 Calle Carabe St.
 Rancho Cucamonga, CA 91730
 Tel: 909-518-9463
 Email: tstpeterhr4@gmail.com

City: City of Montclair
 ATTN: Marcia Richter, Asst. City Manager/Director of Human Svcs.
 5111 Benito Street
 Montclair, CA 91763

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable

effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or

expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. Any supplement, modification, or amendment of this Agreement shall require a new Agreement signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CONSULTANT”
THERESA ST. PETER
An Individual

“CITY”
CITY OF MONTCLAIR
A General Law City

Theresa St. Peter
Human Resources Consultant

Javier John Dutrey
Mayor

ATTEST:

Andrea M. Myrick
City Clerk

APPROVED AS TO FORM

Diane E. Robbins
City Attorney

Exhibit A

Theresa St. Peter
Human Resources Consultant

Consulting Proposal for the City of Montclair

1. Consultant shall review/revise/create policies, procedures, and/or forms and provide professional advice or assistance regarding the following topics, as requested:
 - Recruitments, Onboarding, and Separations
 - Labor Relations & Memoranda of Understanding
 - Salary Surveys and Schedules
 - Performance Evaluations
 - Employee Discipline
 - Employee Recognition and Incentive Programs
 - Industrial Disability Retirements
 - Workers' Compensation
 - Internal Investigations
 - Occupational Safety
 - Risk Management-Related Matters
 - Other Personnel-Related Matters
2. Consultant shall develop and provide a plan for implementation of a Workplace Violence Prevention Program.
3. Consultant will assist with administration of the interactive process for accommodating employees with disabilities and injuries.

All work shall be in conformance with federal, state, and local laws, regulations, and best practices. Work assigned to Consultant shall not be work that is assigned to City staff in the normal course of business.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 4, 2024	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 24-3431 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 185 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

A copy of proposed Resolution No. 24-3431 is attached for City Council consideration. Properties subject to lien are listed on Exhibit A of said Resolution.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

FISCAL IMPACT: Recoverable amount is \$65,657.41, plus \$3,700.00 for release of lien fees, plus \$9,250.00 in lien fees, for a total of \$78,607.41.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-3431 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 24-3431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 185 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on February 8, 2024, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, March 4, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts — March 2024, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3431 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2024, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Myrick
City Clerk

Exhibit A to Resolution No. 24-3431
Report of Delinquent Civil Debts – March 2024

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
5389	Alamitos Street	Senior	267.04	50.00	20.00	337.04
5634	Alamitos Street	Residential	255.37	50.00	20.00	325.37
9757	Amherst Avenue	Residential	334.17	50.00	20.00	404.17
9910	Amherst Avenue	Residential	334.17	50.00	20.00	404.17
9960	Amherst Avenue	Residential	334.25	50.00	20.00	404.25
10065	Amherst Avenue	Residential	335.57	50.00	20.00	405.57
10085	Amherst Avenue	Residential	321.85	50.00	20.00	391.85
5105	Aspen Drive	Residential	465.11	50.00	20.00	535.11
5130	Aspen Drive	Senior	271.16	50.00	20.00	341.16
9909	Bel Air Avenue	Residential	334.19	50.00	20.00	404.19
9910	Bel Air Avenue	Residential	324.37	50.00	20.00	394.37
9950	Bel Air Avenue	Residential	335.24	50.00	20.00	405.24
9982	Bel Air Avenue	Residential	375.90	50.00	20.00	445.90
10024	Bel Air Avenue	Residential	530.44	50.00	20.00	600.44
10045	Bel Air Avenue	Residential	334.28	50.00	20.00	404.28
10063	Bel Air Avenue	Residential	231.66	50.00	20.00	301.66
4435	Benito Street	Residential	275.20	50.00	20.00	345.20
4460	Benito Street	Residential	350.27	50.00	20.00	420.27
4553	Benito Street	Residential	298.66	50.00	20.00	368.66
4814	Benito Street	Senior	299.98	50.00	20.00	369.98
4824	Benito Street	Residential	377.76	50.00	20.00	447.76
5233	Benito Street	Senior	298.68	50.00	20.00	368.68
5422	Benito Street	Residential	496.83	50.00	20.00	566.83
5429	Benito Street	Residential	334.17	50.00	20.00	404.17
5598	Benito Street	Residential	365.12	50.00	20.00	435.12
9560	Benson Avenue	Residential	339.55	50.00	20.00	409.55
9590	Benson Avenue	Residential	343.30	50.00	20.00	413.30
4843	Berkeley Street	Residential	334.17	50.00	20.00	404.17
5353	Berkeley Street	Residential	382.34	50.00	20.00	452.34
5392	Berkeley Street	Residential	328.77	50.00	20.00	398.77
5401	Berkeley Street	Residential	337.87	50.00	20.00	407.87
9543	Bolton Avenue	Residential	348.75	50.00	20.00	418.75
9598	Bolton Avenue	Residential	334.17	50.00	20.00	404.17
9768	Bolton Avenue	Residential	298.66	50.00	20.00	368.66
9778	Bolton Avenue	Residential	304.16	50.00	20.00	374.16
4541	Bonnie Brae Street	Residential	334.17	50.00	20.00	404.17
4576	Bonnie Brae Street	Residential	329.06	50.00	20.00	399.06
5450	Bonnie Brae Street	Residential	326.21	50.00	20.00	396.21
5369	Brooks Street	Commercial	369.08	50.00	20.00	439.08
9851	Camarena Avenue	Residential	334.17	50.00	20.00	404.17
4443	Cambridge Street	Residential	334.18	50.00	20.00	404.18
5448	Cambridge Street	Senior	313.28	50.00	20.00	383.28
5470	Cambridge Street	Residential	334.17	50.00	20.00	404.17
5471	Cambridge Street	Residential	334.17	50.00	20.00	404.17
5561	Cambridge Street	Residential	336.66	50.00	20.00	406.66
9243	Camulos Avenue	Residential	334.17	50.00	20.00	404.17
9426	Camulos Avenue	Residential	365.12	50.00	20.00	435.12

Exhibit A to Resolution No. 24-3431
Report of Delinquent Civil Debts – March 2024

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
9433	Camulos Avenue	Residential	328.78	50.00	20.00	398.78
9511	Camulos Avenue	Residential	365.12	50.00	20.00	435.12
9540	Camulos Avenue	Residential	365.14	50.00	20.00	435.14
9820	Camulos Avenue	Residential	285.48	50.00	20.00	355.48
9877	Camulos Avenue	Residential	365.12	50.00	20.00	435.12
5666	Caroline Street	Residential	334.17	50.00	20.00	404.17
9795	Coalinga Avenue	Residential	334.17	50.00	20.00	404.17
9824	Coalinga Avenue	Senior	310.22	50.00	20.00	380.22
9871	Columbine Avenue	Residential	395.11	50.00	20.00	465.11
4253	Denver Street	Residential	326.21	50.00	20.00	396.21
4405	Denver Street	Residential	365.12	50.00	20.00	435.12
4455	Denver Street	Residential	334.19	50.00	20.00	404.19
5427	Denver Street	Residential	348.75	50.00	20.00	418.75
5579	Denver Street	Residential	246.56	50.00	20.00	316.56
5616	Denver Street	Residential	334.17	50.00	20.00	404.17
5626	Denver Street	Residential	365.12	50.00	20.00	435.12
5552	Deodar Street	Residential	246.71	50.00	20.00	316.71
5357	El Morado Street	Residential	371.67	50.00	20.00	441.67
5429	El Morado Street	Residential	334.17	50.00	20.00	404.17
9442	Exeter Avenue	Residential	224.89	50.00	20.00	294.89
9463	Exeter Avenue	Residential	326.18	50.00	20.00	396.18
9321	Felipe Avenue	Residential	206.00	50.00	20.00	276.00
9367	Felipe Avenue	Residential	334.34	50.00	20.00	404.34
9378	Felipe Avenue	Residential	465.11	50.00	20.00	535.11
9874	Felipe Avenue	Residential	331.35	50.00	20.00	401.35
9020	Fremont Avenue	Senior	329.62	50.00	20.00	399.62
9729	Fremont Avenue	Residential	330.44	50.00	20.00	400.44
9805	Fremont Avenue	Residential	307.76	50.00	20.00	377.76
9823	Fremont Avenue	Residential	334.17	50.00	20.00	404.17
9847	Fremont Avenue	Residential	283.39	50.00	20.00	353.39
9771	Galena Avenue	Residential	383.37	50.00	20.00	453.37
9985	Geneva Avenue	Residential	334.17	50.00	20.00	404.17
10018	Geneva Avenue	Residential	330.44	50.00	20.00	400.44
4328	Granada Street	Residential	334.17	50.00	20.00	404.17
4426	Granada Street	Residential	508.54	50.00	20.00	578.54
5434	Granada Street	Residential	240.79	50.00	20.00	310.79
9793	Greenwood Avenue	Residential	370.08	50.00	20.00	440.08
4376	Harvard Street	Residential	334.17	50.00	20.00	404.17
4418	Harvard Street	Residential	334.17	50.00	20.00	404.17
4430	Harvard Street	Residential	335.20	50.00	20.00	405.20
4883	Harvard Street	Residential	320.77	50.00	20.00	390.77
5430	Harvard Street	Residential	350.41	50.00	20.00	420.41
5141-43	Harvard Street	Multifamily	668.35	50.00	20.00	738.35
4531	Hawthorne Street	Residential	485.10	50.00	20.00	555.10
5553	Hawthorne Street	Residential	388.43	50.00	20.00	458.43
5584	Hawthorne Street	Residential	465.11	50.00	20.00	535.11
9045	Helena Avenue	Residential	302.87	50.00	20.00	372.87

Exhibit A to Resolution No. 24-3431
Report of Delinquent Civil Debts – March 2024

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
9075	Helena Avenue	Residential	339.60	50.00	20.00	409.60
9607	Helena Avenue	Residential	333.88	50.00	20.00	403.88
4370	Holt Blvd.	Residential	286.34	50.00	20.00	356.34
5064	Holt Blvd.	Commercial	524.76	50.00	20.00	594.76
5200	Holt Blvd.	Residential	344.54	50.00	20.00	414.54
5180	Holt Blvd. #A	Residential	298.83	50.00	20.00	368.83
5190	Howard Street A & B	Multifamily	737.23	50.00	20.00	807.23
4585	James Street	Residential	365.12	50.00	20.00	435.12
9756	Kimberly Avenue	Residential	298.66	50.00	20.00	368.66
9877	Kimberly Avenue	Residential	360.84	50.00	20.00	430.84
5400	La Deney Street	Senior	298.65	50.00	20.00	368.65
9958	Lindero Avenue	Residential	346.12	50.00	20.00	416.12
10042	Lindero Avenue	Residential	334.19	50.00	20.00	404.19
9862	Mammoth Drive	Residential	281.84	50.00	20.00	351.84
9527	Marion Avenue	Residential	334.17	50.00	20.00	404.17
9528	Marion Avenue	Residential	208.23	50.00	20.00	278.23
9121	Mills Avenue	Residential	298.66	50.00	20.00	368.66
9595	Mills Avenue	Residential	365.12	50.00	20.00	435.12
9621	Mills Avenue	Residential	465.11	50.00	20.00	535.11
9745	Mills Avenue	Residential	383.44	50.00	20.00	453.44
9857	Mills Avenue	Residential	298.66	50.00	20.00	368.66
4564	Mission Blvd.	Residential	215.94	50.00	20.00	285.94
9066	Monte Vista Avenue	Residential	508.54	50.00	20.00	578.54
9721	Monte Vista Avenue	Residential	201.58	50.00	20.00	271.58
4620	Moreno Street	Residential	417.93	50.00	20.00	487.93
4665	Moreno Street	Residential	298.66	50.00	20.00	368.66
4872	Olive Street	Residential	298.66	50.00	20.00	368.66
5032	Orchard Street	Residential	365.12	50.00	20.00	435.12
5640	Orchard Street	Residential	978.88	50.00	20.00	1,048.88
5690	Orchard Street	Residential	334.17	50.00	20.00	404.17
5619	Palo Verde Street	Residential	747.62	50.00	20.00	817.62
4838	Phillips Blvd.	Residential	333.78	50.00	20.00	403.78
9585	Poulsen Avenue	Residential	298.66	50.00	20.00	368.66
9925	Poulsen Avenue	Residential	334.17	50.00	20.00	404.17
9991	Poulsen Avenue	Residential	331.49	50.00	20.00	401.49
9375	Pradera Avenue	Multifamily	600.56	50.00	20.00	670.56
10074	Pradera Avenue	Residential	366.72	50.00	20.00	436.72
4426	Princeton Street	Residential	334.18	50.00	20.00	404.18
9090	Ramona Avenue	Residential	348.75	50.00	20.00	418.75
9366	Ramona Avenue	Multifamily	627.59	50.00	20.00	697.59
9551	Ramona Avenue	Residential	524.03	50.00	20.00	594.03
9587	Ramona Avenue	Residential	334.17	50.00	20.00	404.17
9801	Ramona Avenue	Senior	319.66	50.00	20.00	389.66
10080	Ramona Avenue	Residential	330.44	50.00	20.00	400.44
9413	Rose Avenue	Residential	396.07	50.00	20.00	466.07
9434	Rose Avenue	Residential	334.17	50.00	20.00	404.17
9836	Rose Avenue	Residential	260.00	50.00	20.00	330.00

Exhibit A to Resolution No. 24-3431
Report of Delinquent Civil Debts – March 2024

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
9866	Rose Avenue	Senior	298.68	50.00	20.00	368.68
4641	Rosewood Street	Residential	330.68	50.00	20.00	400.68
4669	Rosewood Street	Residential	332.94	50.00	20.00	402.94
4683	Rosewood Street	Residential	334.17	50.00	20.00	404.17
4942	Rosewood Street	Residential	979.51	50.00	20.00	1,049.51
5401	Rosewood Street	Residential	229.15	50.00	20.00	299.15
4300	Rudisill Street	Residential	358.93	50.00	20.00	428.93
4375	San Bernardino Ct	Residential	212.34	50.00	20.00	282.34
4711	San Bernardino Street	Residential	334.17	50.00	20.00	404.17
4739	San Bernardino Street	Residential	330.44	50.00	20.00	400.44
4749	San Bernardino Street	Residential	335.92	50.00	20.00	405.92
4834	San Bernardino Street	Residential	298.66	50.00	20.00	368.66
4843	San Bernardino Street	Residential	450.62	50.00	20.00	520.62
5129	San Bernardino Street	Residential	298.66	50.00	20.00	368.66
5216	San Bernardino Street	Residential	334.17	50.00	20.00	404.17
5489	San Bernardino Street	Residential	372.00	50.00	20.00	442.00
5528	San Bernardino Street	Residential	356.23	50.00	20.00	426.23
4594	San Jose Street	Residential	369.33	50.00	20.00	439.33
5412	San Jose Street	Residential	298.66	50.00	20.00	368.66
5422	San Jose Street	Residential	365.12	50.00	20.00	435.12
5433	San Jose Street	Residential	333.04	50.00	20.00	403.04
5453	San Jose Street	Residential	521.69	50.00	20.00	591.69
5593	San Jose Street	Residential	260.43	50.00	20.00	330.43
5636	San Jose Street	Residential	291.24	50.00	20.00	361.24
4424	San Jose Street #05	Residential	334.17	50.00	20.00	404.17
4424	San Jose Street #14	Residential	379.56	50.00	20.00	449.56
4424	San Jose Street #18	Residential	334.32	50.00	20.00	404.32
4424	San Jose Street #21	Residential	280.40	50.00	20.00	350.40
4424	San Jose Street #22	Residential	465.11	50.00	20.00	535.11
4424	San Jose Street #34	Residential	409.63	50.00	20.00	479.63
4630	San Jose Street F	Residential	314.65	50.00	20.00	384.65
4622	San Jose Street U	Residential	326.28	50.00	20.00	396.28
9831	Santa Anita Avenue	Residential	329.97	50.00	20.00	399.97
10016	Santa Anita Avenue	Residential	598.74	50.00	20.00	668.74
9825	Saratoga Avenue	Residential	298.66	50.00	20.00	368.66
9835	Saratoga Avenue	Residential	483.21	50.00	20.00	553.21
5131	Sundance Drive	Residential	215.94	50.00	20.00	285.94
5134	Sundance Drive	Residential	206.49	50.00	20.00	276.49
9617	Surrey Avenue	Residential	334.17	50.00	20.00	404.17
9824	Surrey Avenue	Senior	236.34	50.00	20.00	306.34
9554	Tudor Avenue	Senior	318.83	50.00	20.00	388.83
9773	Tudor Avenue	Residential	361.02	50.00	20.00	431.02
9784	Vernon Avenue	Residential	330.44	50.00	20.00	400.44
5405	Yale Street	Residential	334.18	50.00	20.00	404.18
			65,657.41	9,250.00	3,700.00	78,607.41

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
FEBRUARY 20, 2024, AT 6:13 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 6:13 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Martinez, City Manager Starr; and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of February 5, 2024.

Moved by Council Member Martinez, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on February 5, 2024.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:14 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:37 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:37 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE SPECIAL MEETING OF THE MONTCLAIR
CITY COUNCIL FOR THE APPEAL HEARING OF JOHN
MINOOK HELD ON MONDAY, JANUARY 29, 2024, AT
6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:04 p.m.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Johnson; Council Members Ruh, Martinez, and Lopez; City Attorney Robbins; Assistant City Manager/Director of Human Services Richter; City Clerk Myrick

Also

Present: Appellant John Minook; Appellant Attorney Russell M. Perry; Respondent Attorney Sarah J. Martoccia

III. PUBLIC COMMENT — None

IV. CLOSED HEARING PURSUANT TO GOVERNMENT CODE 54957(b)

A. Appeal Hearing of John Minook

At 6:04 p.m., the City Council heard the appeal of John Minook in the matter of his termination.

At 7:54 p.m., the City Council left the dais and went into closed session for deliberations.

V. CLOSED SESSION ANNOUNCEMENTS

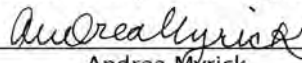
At 9:00 p.m., the City Council returned from closed session.

City Attorney Robbins announced that the City Council heard arguments from the Appellant's attorney and the City's legal counsel on the matter of John Minook's termination during the closed hearing; deliberated in closed session but did not come to a final determination at this time; and directed the City Attorney to prepare tentative findings for upholding or rejecting the termination of John Minook for the City Council, and issue a written determination of the City Council on a future date to be determined.

VI. ADJOURNMENT

At 9:00 p.m., the City Council was adjourned.

Submitted for City Council approval,



Andrea Myrick,
City Clerk

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON TUESDAY, FEBRUARY 20, 2024 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m.

II. INVOCATION

Ma Nithya Mukthikananda, Kailasa USA, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem/Vice Chair Johnson led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Martinez and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Director of Community Development Diaz; Director of Public Works/City Engineer Heredia; Police Chief Reed; Fire Chief Pohl; City Attorney Robbins; City Clerk Myrick

Absent: Council Member/Director Ruh (excused)

V. PRESENTATIONS

A. Introduction of Promoted Police Department Employees

Police Chief Reed announced the recent promotions of Captain Brian Ventura and Sergeant Rick Dominguez. Mayor Dutrey and Council Members congratulated Captain Ventura and Sergeant Dominguez.

Police Chief Reed also announced that the Battle of the Badges Red Cross Blood Drive event will be held at the Montclair Senior Center on Tuesday, February 27, 2024, from 2:00 to 8:00 p.m.

VI. PUBLIC COMMENT

- **Ma Nithya Mukthikananda, Kailasa USA**, spoke on the Temple's 17 years located in the City of Montclair, thanked the Police Department for keeping the community safe, and presented a coffee table book with teachings from the temple's guru to Mayor Dutrey.
- **Thuan Nguyen, resident**, requested the City pass a local resolution supporting a ceasefire on the Israeli-Palestinian Gaza conflict.
- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced the Supervisor's Office, in partnership with the City of Montclair, is hosting a free document shredding event at City Hall on Saturday, March 16, 2024, from 9:00 a.m. to noon.
- **Bill Kaufman, resident**, concurred on supporting a ceasefire in the Israeli-Palestinian Gaza conflict. He commented on visiting a Wellness Center in Laguna Woods where seniors can seek various health remedies, including cannabis and herbs, adding that his business is interested in operating a similar type of business in the Shoe City building on Central Avenue in Montclair.

VII. PUBLIC HEARINGS

A. Consider Continuing First Reading of Ordinance No. 24-1007 Amending Title 11 of the Montclair Municipal Code Relating to Urban Lot Splits and Two-Unit Projects in the R-1 Single-Family Residential Zones within City Limits (Case No. 2023-37) to Monday, March 4, 2024, at 7:00 p.m. in the City Council Chambers

Mayor Dutrey opened the public hearing and invited comments from the public. There being no one in the audience wishing to speak, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

ACTION - Public Hearings - Item A	
ACTING:	City Council
MOTION:	Continue Public Hearing Item A to Monday, March 4, 2024, at 7:00 p.m. in the City Council Chambers.
MADE BY: SECOND BY:	Mayor Pro Tem Johnson Council Member Ben Lopez
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Johnson, Dutrey None None Ruh
RESULT:	Motion carried 4-0-1.

VIII. CONSENT CALENDAR

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
DISCUSSION:	Item C-1
MOTION:	Pull Item C-2 and approve the remainder of the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Martinez Mayor Pro Tem/Vice Chair Johnson
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Johnson, Dutrey None None Ruh
RESULT:	Motion carried 4-0-1.

A. Approval of Minutes

1. Special Meeting — January 16, 2024

ACTION - Consent Calendar - Item A-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

2. Regular Joint Meeting — February 5, 2024

ACTION – Consent Calendar – Item A-2	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

B. Administrative Reports

1. Consider Receiving and Filing City Treasurer's Report – January 2024

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

2. Consider Approval of City Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

3. Consider Receiving and Filing SA Treasurer's Report – January 2024

ACTION – Consent Calendar – Item B-3	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

4. Consider Approval of SA Warrant Register – January 2024

ACTION – Consent Calendar – Item B-4	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

5. Consider Receiving and Filing MHC Treasurer's Report – January 2024

ACTION – Consent Calendar – Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

6. Consider Approval of MHC Warrant Register – January 2024

ACTION – Consent Calendar – Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

7. Consider Receiving and Filing of MHA Treasurer's Report – January 2024

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

8. Consider Approval of MHA Warrant Register – January 2024

ACTION – Consent Calendar – Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

9. Consider Declaring a 2000 Chevrolet S-10 Blazer (Unit 223) and a 2003 Honda CRV (Unit 204) as Surplus Vehicles Available for Parts or for Sale at Auction

ACTION – Consent Calendar – Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

10. Consider Approval of Parcel Map No. 20393 Located on the North Side of Mission Boulevard Approximately 250 Feet East of Monte Vista Avenue

Consider Authorizing Parcel Map No. 20393 to be Recorded with the Office of the San Bernardino County Recorder, Subject to Final Approval by the City Engineer

ACTION – Consent Calendar – Item B-10	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

C. Agreements

1. Consider Approval of Agreement Nos. 24-17 with the United States Marshals Service to assign one Montclair Police Department Officer to its Pacific Southwest Regional Fugitive Task Force

Consider Authorizing Police Chief Jason Reed to Sign Said Agreement

Mayor Pro Tem Johnson received clarification on the time commitments to the Task Force that will be required of the assigned Police Officer.

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Ruh absent).

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

C. Agreements

2. Consider Authorizing Task Order No. 1 Pursuant to Agreement No. 23-67 with Epic Land Solutions to Provide Administrative Right-of-Way Services Related to Easement Acquisitions Along the San Antonio Creek Channel

Consider Authorizing a \$965,475 Allocation from 2021 Lease Revenue Bond Funds for Costs Associated with the Task Order and Acquisition of Easement Rights

Council Member Lopez expressed concerns over the use of eminent domain.

City Manager Starr advised the City will only seek eminent domain related to easements for the purposes described in the agenda report, not acquiring the property.

Council Member Lopez expressed he is uneasy granting a consultant the ability to acquire easement rights.

Mayor Dutrey received clarification on the process of easement rights, condemnations, and confirmed that all easement actions will be brought back to City Council for approval.

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
MOTION:	Authorize Task Order No. 1 pursuant to Agreement No. 23-67 with Epic Land Solutions to provide administrative right-of-way services related to easement acquisitions along the San Antonio Creek Channel; and authorize a \$965,475 allocation from 2021 Lease Revenue Bond funds for costs associated with the proposed Task Order and acquisition of easement rights.
AYES:	Martinez, Johnson, Dutrey
NOES:	Lopez
ABSTAIN:	None
ABSENT:	Ruh
RESULT:	Motion carried 3-1-1.

X. COUNCIL WORKSHOP

A. Police Department Update

The City Council continued this presentation to an adjourned meeting to be held on Monday, March 4, 2024, at 5:45 p.m. in the City Council Chambers.

XI. COMMUNICATIONS

A. Department Reports

1. Public Works — Upcoming Tree Planting Events

Public Works Director/City Engineer Heredia invited the City Council and members of the public to the **Reeder Ranch Park** to

participate in a tree planting event in partnership with **Sustainable Claremont** on Saturday, February 24, 2024, from 8:30 to 11:30 a.m. She also announced upcoming tree planting events in March, and advised flyers will be available soon.

B. City Attorney — None

C. City Manager/Executive Director — None

D. Mayor/Chair

Mayor/Chair Dutrey announced that he attended the **Chaffey Joint Union High School District** Board Meeting at **Montclair High School**; attended a joint regional meeting of the Inland Empire and Riverside divisions of the **League of California Cities** with Mayor Pro Tem Johnson; commented on the CIF boys and girls soccer and basketball team games; and spoke on recent heavy rain and storms causing flooding in surrounding cities, subsequently thanking retired Deputy City Manager Marilyn Staats for her leadership on the installation of storm drains in the southern part of Montclair several decades ago as the Director of Redevelopment and Public Works.

E. Council Members/Directors

1. Council Member/Director Lopez asked residents to slow down when driving and stated that yellow does not mean to accelerate to beat the red light; thanked Public Works staff for making sure the roads in Montclair are safe; and complimented the City Council in 2014 for approving street repavements and improvements throughout the City, as he noticed there are not as many cracked roads and potholes as in surrounding cities.
2. Council Member/Director Martinez spoke on a ceasefire resolution and moved to agendaize a discussion item regarding a local ceasefire on the Israeli-Palestinian/Gaza conflict.

There was no second to the motion; therefore, the motion failed.

F. Committee Meeting Minutes

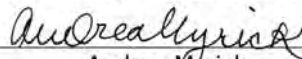
The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - February 5, 2024

XII. ADJOURNMENT

At 7:55 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,
City Clerk

MINUTES OF THE SPECIAL MEETING OF THE MONTCLAIR CITY COUNCIL HELD ON WEDNESDAY, FEBRUARY 21, 2024, AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Johnson; Council Members Ruh, Martinez, and Lopez

City Manager Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Police Chief Reed; Director of Public Works/City Engineer Heredia; City Clerk Myrick

III. COUNCIL WORKSHOP

A. Fiscal Year 2023-24 Midyear Budget Review

1. Consider Review of the City's Fiscal Operations and Approval of Proposed Changes to the Fiscal Year 2023-24 Budget

Director of Finance Kulbeck reported the status of the City's financial operations at midyear, discussing specific changes to the City's Estimated Revenue and Appropriations Budgets; and reviewed the City Manager's recommended changes to the City's General Operating Fund expenditures, in conjunction with the showing of a PowerPoint presentation.

Staff fielded questions from the City Council related to lower-than-projected tax revenues, vandalized median islands, rising insurance rates, and the City's dim prospects for revenues from the County pool of internet sales taxes—mainly due to cities entering into tax revenue sharing agreements with online retailers that agree to locate distribution centers in their cities and designate the facilities as the point-of-sale location, ensuring all the internet sales tax revenues go to only that city.

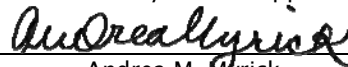
ACTION - Council Workshop - Item A	
ACTING:	City Council
MOTION:	Approve proposed changes to both revenues and appropriations for the Fiscal Year 2023-24 Budget.
MADE BY: SECOND BY:	Council Member Ruh Mayor Pro Tem Johnson
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

IV. PUBLIC COMMENT — None

V. ADJOURNMENT

At 6:42 p.m., the City Council was adjourned.

Submitted for City Council approval,



Andrea M. Myrick
City Clerk